



PRESTIGE

UNDERWRITING IRELAND

PROPERTY OWNERS POLICY BOOKLET

UNDERWRITTEN BY
Aviva Insurance
Ireland DAC



AVIVA

Welcome to Your Prestige Underwriting Services (Ireland) Limited 'Property Owners' insurance policy

Thank **you** for choosing Prestige Property Owners. This **policy** is issued by Prestige Underwriting (Ireland) on behalf of the Insurer Aviva Insurance Ireland DAC.

Our aim is to provide **You** with peace of mind when it comes to looking after **Your Home** insurance needs and to make **Your** insurance cover clear and easy to understand.

You should read this **Policy** wording, along with **Your Schedule** and statement of fact, as together they give **You** full details of **Your** cover. If **You** have any questions about **Your Policy** documents, if any details are incorrect on any of the documentation **You** have received, or if **You** wish to make a change to **Your Policy**, please contact **Your Broker** or **Agent**, whose details are shown on **Your Schedule**. Please also contact **Us** if **You** require **Your** documents in an alternative format, for example large print.

Authorisation

Your Policy is arranged and administered by:

PRESTIGE
UNDERWRITING IRELAND

Prestige Underwriting Services (Ireland) Limited is regulated by the Central Bank of Ireland. Registered in Ireland. Company registration number: 119908. Registered address: Ground Floor, Teach Chinn Aird, Ashe Street, Cavan, Ireland.

Your policy is underwritten by:



Aviva Insurance Ireland DAC, Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland. A private company limited by shares. Registered in Ireland No. 605769. Registered Office: Cherrywood Business Park, Dublin, Ireland, D18 W2P5.

Legal assistance is provided by:



AmTrust International Underwriters
An AmTrust Financial Company

This insurance is administered by MIS Underwriting Ltd and underwritten by AmTrust International Underwriters DAC, Registered in Ireland. Company No. 169384 is authorised and regulated by the Central Bank of Ireland. Registered office: 6-8 College Green, Dublin 2, Ireland. Registered address: MIS Underwriting Limited, 14a Jocelyn Street, Dundalk, Co Louth, A91 XNY2.

Home emergency assistance cover is provided by:

 **MAPFRE | ASSISTANCE**
Agency Ireland

MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAPFRE ASSISTANCE Agency Ireland is authorised by Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules. Company Registration Number 903874. MAPFRE ASSISTANCE Agency Ireland, Ireland Assist, Ireland Assist House, 22-26 Prospect Hill, Galway.

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Introduction

This **Policy** is a contract of insurance between **You** and **Us**, consisting of this **Policy** wording, **Your Schedule**, **your** statement of fact and **Your Endorsements** and any changes to **Your** insurance **Policy** contained in notices issued by **Us** at renewal. This **Policy** wording contains important information about what is and what is not covered under this **Policy**. **Your Schedule** shows the details of **Your** cover, including which sections are operative, any **Excess** which will be applied if **You** make a claim and whether any **Endorsements** of the terms and conditions outlined in the **policy** and are applicable.

In return for having accepted **Your** premium **We** will provide insurance for injury, loss, damage or liability under the sections of cover detailed in this **Policy** and on **Your Schedule**, subject to this occurring within the **Period of Insurance**.

We have relied on the information **You** have given **Us** when deciding whether to insure **You** and when setting the terms and premium. The specific questions **We** have asked are material to the risk **We** are undertaking or the calculation of the premium, or both.

You have a duty to answer all questions honestly and with reasonable care. Where this has not happened, **We** may be entitled to use one of the remedies available to **Us** under the Consumer Insurance Contracts Act 2019 including to cancel the **Policy**, reject a claim or limit the amount **We** pay **You** in the event of a claim

We may refuse a claim if there has been a change to the subject matter of the **Policy**, and the circumstances have changed to such an extent that the new risk is something which **We** did not agree to cover. **You** should therefore inform **Us** if your circumstances change, so that we can consider whether any changes are required to **Your Policy**, including if:

- **You** build an extension onto **Your Property**
- The occupancy of the property changes e.g. owner occupied or **Unoccupied**
- **You** operate a business from the property

If **You** are in doubt as to the information provided, please immediately notify **Your Broker** or **Agent** as this could be treated as non-disclosure or misrepresentation and **We** may use one of the remedies available to **Us** under the Consumer Insurance Contracts Act 2019 as outlined above.

You are required to comply with all of the terms and conditions outlined in this **Policy** and **Endorsements** applied to this **Policy**, as shown on **Your Schedule** and if **You** fail to do so **Your Policy** may be cancelled, **Your** claim rejected or not fully paid.

Please note that the failure to have property insurance in place could lead to a breach of the terms and conditions attaching to any loan secured on that property.

Definition of words

The definitions below apply throughout **your policy**.

Whenever the words or phrases below appear in **bold print** in the **policy** they will have the meaning as defined below.

Accidental damage

Sudden, unexpected and unintentional physical damage.

Building(s)

The **Buildings, Flats, Outbuildings**, annexes, conveniences, extensions and sub-stations at the risk address or addresses stated in the **Schedule** built of brick stone or concrete and roofed with slate, tile metal, concrete and shall include:

- a landlord's fixtures and fittings;
- b buildings comprising fixtures and fittings formerly the property of the tenants, which has been relinquished to **You**;
- c all foundations or footings unless otherwise excluded;
- d walls, gates, fences, forecourts, car parks, driveways, service areas and patios;
- f and for which **You** are responsible;
 - i all fixed glass in windows, doors, fanlights, skylights and partitions and fixed sanitary fittings;
 - ii roads, pavements, pedestrian malls, associated lamp-posts and other street furniture;
 - iii fixed fuel oil tanks, fixed diesel fuel tanks and fixed liquefied petroleum gas tanks;
 - iv security lighting, security cameras and other security devices, fire protection devices, signs, communication aerials and similar devices;
 - v landscaping, external trees and plants, planters, ornamental features and statues;
 - vi tennis courts, swimming pools and roof gardens applicable to blocks of flats and individual private dwellings only.

Business

The ownership by **You** of the **Property** insured including:

- a Maintenance, occupation or use of the **Property** insured by **You**;
- b The provision and management of canteen, sports, social or welfare organisations for the benefit of **Your** employees and fire security, first aid, medical and ambulance services;
- c Private work undertaken with **Your** prior consent by **Your** employees or any director or senior official of **You**.

Contents

Contents of Common Parts and All Other Contents.

Fitted carpets, furnishings and other contents in reception and storage areas and other communal parts of the **Buildings** including:

- a The contents of fuel tanks;
- b Portable communal **property** in the open grounds of and used in connection with the **Buildings**.

Any **Contents** that are not **Contents of Common Parts**, including:

- a Deeds, documents, manuscripts and **Business** books, but only for the cost of the materials and of clerical labour and computer time expended in reproducing such records, for an amount not exceeding €10,000 in total and so far as they are not otherwise insured;
- b Partners', directors' and employees' personal effects of every description (other than motor vehicles) whilst in the **Buildings** for an amount not exceeding €500 for any one person;
- c Household goods, furniture and furnishings of every description belonging to **You** or for which **You** are legally responsible including:
 - 1 Television, satellite and radio receiving aerials, aerial fittings and masts fixed to the dwelling;
 - 2 Telephones;
 - 3 Gas and electric cookers and meters.

Definition of words - Continued

Damage

Loss, destruction or damage.

Endorsement

Any variations to the terms and conditions of this insurance as shown on **Your Schedule**.

Excess

The first part of each and every claim for which **You** are responsible.

Heave

Upward or sideways movement of the ground beneath **your buildings** caused by the soil expanding.

Home

The private dwelling and its domestic outbuildings and garages at the address shown on **your schedule**.

Ireland

Ireland will include the Republic of Ireland only.

Landslip

Downward movement of sloping ground.

Money

Current legal tender, cash, cheques, money orders, postal orders, unused current postage stamps (that are not part of a collection), savings stamps, savings certificates, share certificates, premium bonds, luncheon vouchers, travellers cheques, travel tickets, season tickets, phone cards, gift tokens and other tokens with a cash value, but not including tickets or gift vouchers for sporting, musical, cultural events or festivals, or any items used for business purposes.

Motorised Vehicle or Craft

Mechanically propelled or assisted vehicles which includes adults and children's motor cycles, quad bikes, trikes or go karts, trailers or caravans; including their parts and accessories, aircraft, drones, remotely piloted aircraft or unmanned aerial vehicles, hovercraft, boats, sailboards or any other craft designed to be used in or on water and any parts, accessories or spares for any of these other than:

- domestic gardening vehicles and equipment used within the boundaries of the land belonging to the home
- mobility scooters, electric wheelchairs and power chairs; excluding vehicles registered for road use
- golf carts and trolleys
- remote-controlled toys and models

Outbuilding(s)

Any building that is subsidiary to the **Building**, which does not incorporate permanent foundations below ground level and which is not capable of being properly secured, including but not limited to any stable, garage, shed hut, lean-to, greenhouse, hay loft or barn.

Period of Insurance

The period from the **Policy** start date to the renewal date as shown in the **Schedule**.

Policy

Your policy wording and most recent **schedule and statement of fact**, including any **endorsements**; which describes the cover provided, which **you** have.

Property

Buildings, Contents of Common Parts, All other Contents and other **Property** belonging to **You** or for which **You** are legally responsible, as shown and/or described in the **Schedule**.

Renovation

Internal painting and decorating, tiling, replacement of bathroom and/or kitchen fixtures and fittings including sink, wash basin, w.c., bath and shower, carpeting and internal joinery, but excluding external window replacement.

Definition of words - Continued

Sanitary ware

Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

Schedule

The current Insurance **Schedule** provided by **Us**, detailing the cover and forming part of the **Policy**.

Section

The parts of this **Policy** that detail the insurance cover provided for each individual section of this **Policy**.

Settlement

Downward movement of the land beneath the buildings as a result of compaction due to the weight of the buildings.

Storm

A period of violent weather which may incorporate:

- Wind speeds of at least 48 knots (55 mph)
- Torrential rain, falling at a rate of at least 25mm an hour
- Snow to a depth of at least one foot (30 centimetres) in a 24 hour period
- Hail of such intensity that it causes damage to hardened surfaces or breaks glass

Subsidence

Downward movement of the ground beneath the **buildings** by a cause other than **settlement**.

Sum Insured

The maximum amount **We** will pay for each item insured under any **Section**.

Tenant

The occupier(s) of the **home** when let or the leaseholder(s) of the **home**.

Terrorism

An act or threat of force or violence by a person (whether acting alone, on behalf of or in connection with any organisation), whose intention is, for political, religious, ideological or other purposes, to influence any government or place the public in fear.

Unoccupied

Any **Building** or part of **building** or flat which is empty, disused, unoccupied, unfurnished, untenanted or no longer in active use by **You** or **Your Tenants** and has been so for a period of 30 days or more.

Vermin

Animals that are destructive, including but not limited to; rats, mice, squirrels, owls, pigeons, foxes, bees, wasps or hornets.

We, Us, Our

Prestige Underwriting Services (Ireland) Limited on behalf of AmTrust International Underwriters DAC.

You, Your

The policyholder named in the **Schedule**.

Your broker or agent

The person or persons who placed this insurance on **your** behalf.

Section 1 – Property Damage Your schedule tells you if this section is in force

<p>What your policy covers:</p> <p>Your policy covers loss or damage to the Buildings caused by:</p>	<p>What your policy does not cover:</p> <p>The amount of any excess as shown in Your schedule.</p>
a) fire, explosion, lightning and earthquake	
b) smoke	Damage which happens gradually
c) riot, civil commotion, strikes, labour or political disturbances.	Damage while the buildings are unoccupied except as provided for in general policy condition 3 .
d) aircraft or aerial devices or articles dropped from them	
e) malicious acts or vandalism	<p>loss or damage:</p> <ul style="list-style-type: none"> • Caused by You • In excess of €5,000 caused by any person lawfully allowed in your buildings • Caused when the buildings are unoccupied except as provided for in general policy Condition 3
f) impact by any road vehicle or animal owned by you	loss or damage caused by domestic pets or any animal
g) storm, flood or weight of snow	<p>loss or damage</p> <ul style="list-style-type: none"> • Caused by frost, subsidence, ground heave or landslip • Caused only by change in the water table • To wall, gates, fences, Hedges and any moveable property in the open • To open-fronted or open-sided buildings or to property contained therein • While the buildings are unoccupied except as provided for in general policy Condition 3
h) escape of water or oil from any tank, apparatus or pipe or fixed heating installations	<p>loss or damage</p> <ul style="list-style-type: none"> • While the buildings are unoccupied • To the appliance or system from which the water or oil escaped • By water discharged or leaking from any automatic sprinkler installation

Section 1 – Property Damage Continued

<p>What your policy covers:</p> <p>Your policy covers loss or damage to the Buildings caused by:</p>	<p>What your policy does not cover:</p> <p>The amount of any excess as shown in Your schedule.</p>
<p>i) water freezing in any tank, apparatus or pipe or fixed heating installations</p>	<p>loss or damage</p> <ul style="list-style-type: none"> • While the buildings are unoccupied • In excess of €2,500 • To any automatic sprinkler system
<p>j) accidental escape of water from any automatic sprinkler installation in the buildings not caused by explosion, earthquake, subterranean fire or heat caused by fire</p>	<p>any damage</p> <ul style="list-style-type: none"> • While the buildings are unoccupied
<p>k) theft or attempted theft</p>	<ul style="list-style-type: none"> • Damage caused by any person lawfully allowed in the buildings • Theft of attempted theft while the buildings are unoccupied • Cash, bank and currency notes • Securities and documents of any kind
<p>l) falling trees, branches, telegraph poles, lamp-posts or pylons, radio and television receiving aerials (including satellite dishes) their fittings and masts.</p>	<p>excluding any damage</p> <ul style="list-style-type: none"> • Arising from felling or lopping of trees or branches
<p>m) subsidence and/or heave of the site on which the building stands and/or landslip – to be read in conjunction with Section Condition 2</p>	<p>excluding any damage</p> <ul style="list-style-type: none"> • As a result of landslip caused by or resulting from coastal or river or watercourse erosion • Which originates prior to the inception of this cover • Caused by faulty design, workmanship or material • Caused by demolition, construction, structural alteration or repair to any buildings or ground works or excavation • Caused by solid floor slabs moving, unless the foundations beneath the outside walls of the buildings are damaged at the same time and by the same cause • Caused by settlement or movement of made up ground • Caused by the normal settlement or bedding down of new structures • To swimming pools, tennis courts, terraces, patios, drives and footpaths, walls, gates, fences or hedges unless the outside walls of the buildings are damaged at the same time and by the same cause

Section 1 – Property Damage Continued

<p>What your policy covers:</p> <p>Your policy covers loss or damage to the Buildings caused by:</p>	<p>What your policy does not cover:</p> <p>The amount of any excess as shown in Your schedule.</p>
<p>n) accidental damage of fixed glass and sanitary fixtures forming part of the buildings, including double glazing, glass in solar panel units and fixed baths, shower trays, shower screens, bidets, wash basins, splash backs, pedestals, sinks, lavatory pans and cisterns.</p>	<p>excluding any damage</p> <ul style="list-style-type: none"> • while the buildings are unoccupied • to accessories and fittings • to ceramic hobs in freestanding cookers • Chipping, denting or scratching • Anything which happens gradually • For faulty workmanship or faulty design • Electrical or mechanical breakdown • Maintenance or routine repair or decoration • Wear and tear, atmospheric or weather conditions, wet or dry rot, fungus, mildew, insects, vermin, denting, scratching, action of light, any process of cleaning, defrosting, dyeing or restoration • Loss or damage we specifically exclude or provide for under any other section of this policy
<p>o) accidental damage by external means to underground water, gas, sewer and drain pipes, underground electricity and telephone cables which reach from the property to the public supply, for which you are legally responsible</p>	<p>excluding any damage</p> <ul style="list-style-type: none"> • Caused by rust, corrosion or other wear and tear • Due to a fault or limit or design, manufacture, construction or installation • Anything which happens gradually • Chewing, scratching, tearing or fouling by pets • For faulty workmanship or faulty design • Electrical or mechanical breakdown • Maintenance or routine repair or decoration • Wear and tear, atmospheric or weather conditions, wet or dry rot, fungus, mildew, insects, vermins, denting, scratching, action of light, any process of cleaning, defrosting, dyeing or restoration • Loss or damage we specifically exclude or provide for under any other section of this policy.

Section 1 – Property Damage Continued

Extensions	<p>What your policy does not cover:</p> <p>The amount of any excess as shown in Your schedule.</p>
<p>1 Accidental Damage Operative only if identified as 'INCLUDED' in the schedule</p>	<ul style="list-style-type: none"> any damage please list from page 8 of property owners wording part a-m but instead of letters use a dot
<p>2 Locks and Keys We will pay for the cost of replacing locks and keys of doors and windows for which you are responsible, such cost being necessarily incurred to keep the buildings secure if the keys are stolen using force and violence.</p>	<ul style="list-style-type: none"> more than €1,000 for any one claim and €20,000 any one period of insurance
<p>3 Trace and Access In the event of damage in consequence of escape of water or fuel oil from any tank, apparatus or pipe. We will pay the costs necessarily and reasonably incurred by you in locating the source of such damage and in the subsequent making good of damage caused as a consequence of locating such a source.</p>	<ul style="list-style-type: none"> more than €13,000 any one claim and in aggregate during any one period of insurance
<p>4 Metered Supplies The cover afforded by the section includes the additional water, gas, electricity or other metered supply charges incurred by you in consequence of damage, and for which you are legally responsible.</p>	<ul style="list-style-type: none"> more than €1,000 any one claim and €20,000 any one period of insurance. Charges whilst any building is unoccupied
<p>5 Landscaped Grounds The cover afforded by this section includes costs incurred by you in consequence of damage to the buildings.</p>	<ul style="list-style-type: none"> more than €1,000 any one claim
<p>6 Fire Brigade Charges The cover afforded by this section includes charges levied by a Fire Authority in accordance with the provisions of the Fire Services Acts 1981 and 2003 in controlling or extinguishing fire affecting (or threatening to affect) the property covered.</p>	<ul style="list-style-type: none"> more than €2,500 any one claim
<p>7 Fire Extinguishers and Sprinklers We will pay the reasonable costs incurred by you in re-filling fire extinguishers and replacing sprinkler heads, solely in consequence of damage by an insured peril.</p>	

Section 1 – Property Damage Continued

Basis of Settlement

We will pay **You** the value of the **Property** Insured at the time of its loss or destruction, or the amount of the **Damage**, or at **Our** option will reinstate or replace such **Property** or any parts of such **Property**.

The most **We** will pay for any one claim is:

- a The total **Sum Insured**, or for each item its individual **Sum Insured**, or any other limit of liability in this **Section** whichever is the less at the time of **Damage**;
- b The amount of the **Sum Insured** or limit of liability remaining after deduction for any other **Damage** occurring during the same Period of Insurance, unless **We** agree to reinstate any such **Sum Insured** or limit of liability.

1 – Basis of Settlement Adjustments

In calculating the most **We** will pay for any one claim, adjustments shall be made in accordance with the following clauses:

a – Reinstatement

Subject to the Special Conditions set out below, the basis on which the amount payable for **Buildings** and **Contents** is to be calculated will be the reinstatement of the **Property** Damaged.

For this purpose “reinstatement” means:

- a The rebuilding or replacement of **Property** lost or destroyed which, provided **Our** liability is not increased, may be carried out:
 - 1 In any manner suitable to **Our** requirements;
 - 2 On another site.
- b The repair or restoration of **Property** Damaged.

in either case to a condition equivalent to, or substantially the same as, but no better or more extensive than its condition when new.

2 – Special Conditions applicable to a – Reinstatement

- a **Our** liability for the repair or restoration of **Property** Damaged in part only shall not exceed the amount which would have been payable if such **Property** had been wholly destroyed.
- b No payment beyond the amount **We** would have paid in the absence of this clause will be made:
 - 1 Unless reinstatement commences and proceeds without unreasonable delay;
 - 2 Where **Property** insured at the time of **Damage** is covered by any other insurance effected by **You**, or on **Your** behalf, which is not on the basis of reinstatement.
- c All the terms and conditions of this **Section** and of the **Policy** shall apply to any claim payable under the provision of this clause, other than where they are expressly varied by the terms of this clause.

b – Index Linking

The **Sums Insured** in this **Section** will be indexed each month in line with the House Rebuilding Cost Index issued by the Department of Environment and the Consumer Price Index (Household Durables List) issued by the Central Statistics Office.

We will not charge **You** an extra premium for any monthly increase but at each renewal **we** will calculate the premium using the new sums insured. For **Your** protection should the index fall below zero, **we** will not reduce the **Sum Insured**.

Section 1 – Property Damage Continued

c – Average (Underinsurance)

The **Sums Insured** by any item for **Buildings** or **Contents** are declared to be separately subject to Average. Average means that if at the time of **Damage** the **Sum Insured** for any item is less than the value of the item covered by such **Sum Insured**, the amount payable by **Us** will be proportionately reduced.

d – Contribution and Average

If at the time of **Damage** any other insurance has been effected by or on behalf of **You** covering any of the **Property Damaged**, **Our** liability under this **Section** shall be limited to **Our** rateable proportion of such **Damage**.

If such other insurance is subject to Average (Underinsurance), this **Section** if not already subject to Average shall be subject to Average in like manner.

If such other insurance is subject to any provision which excludes it from ranking concurrently with this **Section**, either in whole or in part, or from contributing rateably, **Our** liability under this **Section** shall be limited to that proportion of the **Damage** which the **Sum Insured** for this **Section** bears to the value of the **Property**.

e – Public Authorities (including undamaged property)

Subject to the Special Conditions set out below, cover for **Buildings** and **Contents** includes an amount in respect of any additional cost of reinstatement which is incurred solely by reason of the necessity to comply with building or other Regulations under or formed in pursuance of any Act of Parliament, with Bye-Laws of any Public Authority or to comply with the Stipulations of European Union legislation, in respect of:

- Lost, destroyed or damaged Property;
- Undamaged portions of such **Property** excluding:
 - a The cost incurred in complying with such Regulations, Bye-Laws or Stipulations:
 - 1 In respect of **Damage** occurring prior to the granting of this cover;
 - 2 In respect of **Damage** not covered by this **Section**;
 - 3 Under which notice has been served upon **You** before the date of the **Damage**;
 - 4 In respect of undamaged **Property** other than undamaged portions of damaged Property.
 - b The additional cost that would have been required to make good the damaged **Property** to a condition equal to its condition when new, had the necessity to comply with such Regulations, Bye-Laws or Stipulations not arisen.
 - c The amount of any charge or assessment arising out of capital appreciation, which may be payable in respect of the **Property**, by reason of compliance with any such Regulations, Bye-Laws or Stipulations.

Special Conditions applicable to e – Public Authorities

- a The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the **Damage**, or within such further time as **We** may allow, and may be carried out upon another site (if such Regulations, Bye-Laws or Stipulations so necessitate), subject to there being no resulting increase in **Our** liability.
- b If **Our** liability is reduced by the application of any of the terms and conditions of this **Section** or of the **Policy** other than as a result of this clause) **Our** liability under this clause will be reduced in proportion.
- c The most **We** will pay for any one claim in respect of undamaged portions of **Property** other than foundations is 15% of the total amount for which **We** would have been liable had the **Property** been wholly destroyed.
- d All the terms and conditions of this **Section** and of the **Policy** shall apply to any claim payable under the provisions of this clause, other than where they are expressly varied by the terms of this clause.

Section 1 – Property Damage Continued

f – Sprinkler Installation Upgrading Costs

If, following **Damage**, **We** require the upgrading of any automatic sprinkler installation in order that at the time of its reinstatement such installation will conform to Loss Prevention Council Rules current at the time of reinstatement, **We** will pay the costs incurred by **You** provided that at the time of the **Damage** the installation conformed to the 29th Edition Rules for Automatic Sprinkler Installations issued by the Loss Prevention Council at the time of the original installation but did not conform to subsequent amendments to such rules.

g – Professional Fees

The **Sums Insured** for **Buildings** include an amount in respect of Architects', Surveyors', Legal and Consulting Engineers' fees other than where an item covering such fees is specifically shown in the **Schedule**.

Cover applies only to those fees necessarily and reasonably incurred in consequence of **Damage**, in the reinstatement or repair of **Property** insured.

h – Removal of Debris Costs

The **Sums Insured** for **Buildings** and **Contents** include an amount in respect of removal of debris costs, other than where an item covering such costs is specifically shown in the **Schedule**.

Cover applies only to those costs necessarily and reasonably incurred in consequence of **Damage**, in:

- a Removing debris;
- b Dismantling and demolishing;
- c Shoring up or propping;
- d Clearing, cleaning and/or repairing drains, gutters, sewers and the like for which **You** are responsible.

We will not pay for any costs or expenses incurred in removing debris other than from the site of such **Property Damage** and the area immediately adjacent to such site arising from pollution or contamination of **Property** not insured by this **Section**.

i – Removal of Debris Costs – Tenants Contents

To the extent that they are not otherwise insured, cover includes unrecoverable costs necessarily incurred with **Our** consent, in consequence of **Damage**, in removing debris in respect of **Contents** for which **You** are not responsible, up to an amount of €5,000 any one claim.

We will not pay for any costs:

- a Incurred in removing debris other than from the site of such **Property Damage** and the area immediately adjacent to such site;
- b Arising from pollution or contamination of **Property** not covered by this **Section**.

j – Fixed Glass

Following **Damage** to fixed glass **We** will pay the cost of:

- a Any necessary temporary boarding up if broken glass pending full replacement;
- b Removing and re-fixing window fittings and other obstacles to replacing broken glass and replacing alarm foil on glass;
- c **Damage** to framework and to **Contents** caused by broken glass.

We will not pay for **Damage** :

- Existing prior to inception of this **Policy**
- To shop fronts in the **Building** and the glass therein

k – Freeholders, Lessors and Mortgagees

When the interest of any Freeholder, Lessor or Mortgagee has been noted in the **Property** covered by this **Section**, **We** agree that this **Section** shall not be invalidated by any act, omission, alteration or neglect of or by the Leaseholder, Lessee or Mortgagee unknown to or beyond the reasonable control of the Freeholder, Lessor or Mortgagee, by which the risk of **Damage** is increased, provided that the Freeholder, Lessor or Mortgagee shall give notice to **Us** (and pay an additional premium if required immediately they become aware of such act, omission, alteration or neglect.

Section 1 – Property Damage Continued

1 – Seventy Two Hours Clause

Damage occurring within 72 consecutive hours of and arising from Insured Peril g) – Storm or Flood - is deemed to be the one claim. **You** have the right to select the moment from which the 72 hour period shall be deemed to have commenced within the terms of this **Section**, provided that such **Damage** occurred prior to expiry of the **Period of Insurance**.

Conditions

In addition to general policy conditions the following apply:

1 – Excesses

The Excesses applying to each and every claim will be shown on the **Schedule**.

2 – Sprinkler Condition

In any **Building** where a sprinkler system is installed **You** must:

- a Maintain the system in efficient working order during the **Period of Insurance**;
- b Ensure that routine tests are carried out and any defects revealed are promptly remedied;
- c Obtain **Our** written consent to any proposed changes repairs or alterations to the system.

Section 2 – Loss of Rent

Definitions

Rent

The money paid or payable to **You** for the use of the **Property** and its services.

Loss of Rent

The amount by which the **Rent** during the **Indemnity Period** falls short of the **Rent** which but for the **Damage** would have been received.

Increase in Cost of Working

The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the **Loss of Rent** which but for that expenditure would have taken place during the **Indemnity Period**.

Indemnity Period

The period beginning with the occurrence of **Damage** by an Insured Peril under **Section 1**, and ending no later than 24 months thereafter during which the **Buildings** shall be affected in consequence of **Damage**.

Re-letting Costs

The expenditure necessarily and reasonably incurred in consequence of **Damage** in Re-letting **Buildings**, including legal fees or other charges incurred solely in consequence of such re-letting.

Cover

As a consequence of **Damage** to the **Buildings** by an Insured Peril or operative Extension under **Section 1**, **We** will pay up to 20% of the **Buildings Sum Insured** under **Section 1** for the **Loss of Rent** if the **Buildings** become **Unoccupied** or partly **Unoccupied** and cannot be let out.

We will pay **You**, in respect of each **Building** covered, the amount of **Your** claim for **Loss of Rent**.

Notwithstanding the above, the maximum **We** will pay under this **Section** will be no more than the tenant would have paid to **You**.

EXCLUDING:

- a Any **Loss of Rent** arising from the tenants leaving the **Buildings** without giving **You** notice;
- b **Rent** the tenants have not paid;
- c **Loss of Rent** in respect of any **Buildings** that were **Unoccupied** immediately before the occurrence of the insured Peril giving rise to a claim;
- d Any letting or managing agents' share of the **Rent** unless agreed by **Us** and **You** are legally liable to pay their proportion under contract;
- e **Loss of Rent** after the **Buildings** are in a fit state to be occupied;
- f **Loss of Rent** for any period in excess of 24 months.
- g Any amounts saved during the **Indemnity Period** in respect of any of the charges and expenses of the **Business** payable out of **Rent** that may cease or be reduced.

Section 2 – Loss of Rent Continued

Extensions

Costs of Re-Letting

We will pay costs that You necessarily and reasonably incur in re-letting the **Buildings** (including legal fees) solely in consequence of **Damage**

Denial of Access

Subject to the conditions of the **Policy**, We will pay for loss resulting from interruption of or interference with the **Business** in consequence of **Damage**:

- a To **Property** in the vicinity of the **Buildings** destruction of or **Damage** to which shall prevent or hinder the use of the **Buildings** or access thereto whether the **Buildings** or **Your Property** therein shall be **Damaged** or not (but excluding **Damage** to **Property** of any supply undertaking from which You obtain electricity, gas or water or telecommunication services which prevent or hinder the supply of such services);
- b To **Property** at the premises of **Your** managing agents shall be deemed to be loss resulting from **Damage** to **Property** used by You at the **Buildings**.

Basis of Settlement Clauses

Additional Costs

We will also pay You as indemnity in consequence of **Damage** for **Loss of Rent** including:

- a Increase in Cost of Working, and;
- b Re-letting Costs.

But We will not pay You for:

- a Increase in Cost of Working exceeding the amount of **Loss of Rent** thereby avoided;
- b Legal fees or other charges payable by any new tenant acquired in re-letting premises in consequence of **Damage**;

Basis of Settlement Adjustments

In calculating the amounts We will pay You, adjustments shall be made in accordance with the following clauses:

a – Average

If the **Sum Insured** on **Rent** is less than the **Rent** that the tenant would have paid You, the amount payable by Us will be proportionately reduced

b – Rent Review

Where **Rent** is subject to a rent review during the **Period of Insurance**, the amount payable may be automatically increased, subject to a maximum **Rent** review increase of 75%. This does not include any increases in **Rent** resulting from alterations, additions, extensions or improvements to the **Buildings** insured or in respect of newly erected **Buildings**.

c – Seventy Two Hours Clause

Damage occurring within 72 consecutive hours of and arising from Insured Peril g) of **Section 1 – Property Damage** is deemed to be one claim. You have the right to select the moment from which the 72 hour period shall be deemed to have commenced within the terms of this **Section**, provided that such **Damage** occurred prior to expiry of the **Period of Insurance**.

d – Value Added Tax

All terms in this Section shall be exclusive of value added tax to the extent that You are accountable to the tax authorities for such tax.

e – Payment on Account

We will make payments on account during the Indemnity Period, if You so request, subject to any necessary adjustment at the end of the Indemnity Period.

Section 3 – Property Owners Liability

Definitions

Injury

- a Bodily injury, death, disease, illness, mental injury or nervous shock;
- b Invasion of the right of privacy, false arrest, false imprisonment, false eviction or malicious prosecution of any person.

Employee

- a Any person under a contract of service or apprenticeship with **You**;
- b Any of the following persons whilst working for **You** in connection with the **Business**:
 - 1 Any labour master or labour only subcontractor or person supplied by him;
 - 2 Any self-employed person providing labour only;
 - 3 Any trainee or person undergoing work experience;
 - 4 Any voluntary helper;
 - 5 Any person who is borrowed by or hired to **You**.

Territorial Limits

- a Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man and the Channel Islands;
- b Any other member country of the European Union;
- c Elsewhere in the world in respect of **Injury** or **Damage** caused by or arising from:
 - 1 Non-manual activities of any partner, director or **Employee** of **Yours** normally resident within the territories specified in a) above and occurring during any journey or temporary visit;
 - 2 **Products**.

Products

Any goods or other **Property** (including their containers, packaging, labelling and instructions for use) sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by **You** in connection with the **Business** and not in **Your** charge or control.

Pollution or Contamination

- a All pollution or contamination of buildings or other structure or of water or land or the atmosphere; and
- b All **Injury** or **Damage** directly or indirectly caused by such pollution or contamination. All **Pollution or Contamination**, which arises out of or in connection with one incident, shall be deemed to have occurred at the time such incident takes place.

Offshore Installations

- a Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation;
- b Any installation in the sea or tidal waters which is intended for the storage or recovery of, any pipe or system of pipes in the sea or tidal waters;
- d Any installation which is intended to provide accommodation for persons who work on or from locations specified in a), b) or c) above.

Section 3 – Property Owners Liability Continued

Cover

We will indemnify You against legal liability to pay compensation and claimants' costs and expenses in respect of accidental:

- a Injury to person;
- b Damage to material property;
- c Nuisance, trespass, obstruction or interference with any right of way, light, air or water.

Occurring within the **Territorial Limits** during the **Period of Insurance** in connection with the **Business**.

Cost and Expenses

We will also pay costs and expenses incurred by Us, or with Our written consent

- a In connection with the defence of any claim;
- b For representation of You:
 - 1 At any coroner's inquest or fatal accident inquiry in respect of death;
 - 2 At proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in Injury or Damage.

which may be the subject of indemnity under this **Section**.

Limit of Indemnity

- a Our liability for all compensation payable in respect of:
 - 1 Any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause;
 - 2 All Injury or Damage occurring during any one **Period of Insurance** and caused by and arising from **Products**;
 - 3 All **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance**.Shall not exceed the Limit of Indemnity stated in the **Schedule**.
- b In respect of all claims against You made within the legal jurisdiction of the United States of America or Canada or any dependency or trust territory the Limit of Indemnity shall be inclusive of the amount of all:
 - 1 Claimants' costs and expenses;
 - 2 Costs and expenses incurred by Us or with Our written consent in connection with the defence of such claims.
- c Our liability shall not exceed the Limit of Indemnity shown in the **Schedule** in respect of an act of **Terrorism**. For the purpose of this limitation the definition of **Terrorism** is:-

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Extensions

1 – Indemnity to the Other Parties

If You so request We will indemnify the following parties:

- a Any officer or committee member or other member of Your canteen, social, sports or welfare organisations or ambulance, first aid, fire, medical or security services against liability incurred in such capacity;
- b Any partner, director or **Employee** of Yours against liability incurred in such capacity and in respect of which You would have been entitled to indemnity under this **Section** if the claim had been made against You;
- c Any principal for whom You have agreed to execute work under contract or agreement against liability arising out of the performance of such work by You and in respect of which You are legally liable and would have been entitled to indemnity under this **Section** if the claim had been made against You.

Provided that:

- 1 Each such party shall observe, fulfil and be subject to the terms and conditions of this **Section** in so far as they can apply;
- 2 Our liability to You and all parties indemnified shall not exceed in total the Limit of Indemnity specified in the **Schedule**.

Section 3 – Property Owners Liability Continued

2 – Joint Insured – Cross Liabilities

If more than one party is named as **You** in the **Schedule** this **Section** shall apply as though each were insured separately provided that **Our** liability to all parties indemnified shall not exceed in total the Limit of Indemnity shown in the **Schedule**.

3 – Overseas Personal Liability

The **Business** is extended to include personal activities (not connected with any gainful occupation or profession nor with the ownership or tenure of any land or building) of any partner, director or **Employee** or family member of such partner, director or **Employee** normally resident within **Territorial Limits** in the course of any journey or temporary visit to any other country made in connection with the **Business**.

4 – Motor Contingent Liability

We will indemnify **You** in the terms of this **Section** against liability arising out of the use in connection with the **Business** of any vehicle not owned, provided or being driven by **You** but this **Section** does not cover liability:

- a In respect of **Damage** to such vehicle;
- b Arising out of any such use in any country outside the European Union, incurred by any party other than **You**;
- d Incurred by any party identified in Extension 1 – Indemnity to other Parties than an **Employee**.

For the purpose of this cover Exclusion 1 – Injury to **Employees** does not apply.

5 – Health and Safety at Work – Legal Defence Costs

Subject to the written consent and the control of **Us**, **we** shall indemnify **You** and if **You** so request, any **Employee** of **Yours** or director or partner in respect of Legal Costs incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of any Applicable Legislation provided that the proceedings relate to both the health and safety and welfare of any **Employee** and an offence is alleged to have been committed during the **Period of Insurance** in the course of the **Business**.

This Extension shall not apply to:

- a fines or penalties of any kind;
- b proceedings consequent upon any deliberate act or omission by:
 - i. the **Insured**; or
 - ii. any partner, director or **Employee** of the **Insured**; which could reasonably have been expected to constitute a breach of the Applicable Legislation having regard to the nature and circumstances of such act or omission.
- c where indemnity is provided by any other Insurance:

For the purposes of this Extension “Applicable Legislation” shall mean the Republic of Ireland Safety, Health and Welfare at Works Acts 2005 to 2014 and any amending and/or subsequent legislation.

6 – Data Protection

We will indemnify **You** and at **Your** request any partner, director or Employee of **Yours** against the sums which **You** or any director, partner or Employee of **Yours** become(s) legally liable to pay as compensation, under the General Data Protection Regulation, for **Damage** or distress caused in connection with the **Business** during the **Period of Insurance** provided that **You** are:

- a Registered user in accordance with the terms of the Regulation;
- b Not in business as a computer bureau.

The total amount payable including all costs and expenses under this paragraph, in respect of all claims occurring during any one **Period of Insurance**, is limited to €100,000.

Section 3 – Property Owners Liability Continued

We will not pay for:

1 Criminal, Intentional act or omission

We will not pay for any loss, damage or liability arising as a result of a criminal act, an intentional act or omission or the use of the Home for illegal activities where:

- a) Your act or omission caused the loss or damage
 - b) You abetted or colluded in the act, omission or use of the Home, or
 - c) You consented to the act, omission or use of home and knew or ought to have known that the act or omission would cause the loss or damage.
- 2 Any **Damage** or distress caused by any act of fraud or dishonesty;
 - 3 The costs and expenses of rectifying, rewriting or erasing data;
 - 4 Liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person;
 - 5 The payment of fines or penalties.

7 – Derelict Sites Act 1990

We shall indemnify **You** against damages and claimant's costs and expenses arising out of legal liability in respect of accidental Injury or accidental damage to **Property** incurred by **You** by virtue of the Derelict Sites Act 1990 in connection with premises disposed of by **You**.

This Extension will not apply to legal liability:

- a for the costs of remedying any defect or alleged defect in premises disposed of by **You**;
- b notwithstanding Condition 2 of this **Section**, whereby **Indemnity** is provided by other Insurances.

8 – Consumer Protection and Food Safety Acts – Legal Defence Costs

We will indemnify **You** and if **You** so request any partner, director or **Employee** of **Yours** in the terms of this **Section** in respect of legal costs and expenses incurred with **Our** written consent in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under:

- a The Consumer Protection Acts 2007 to 2019; or
- b The Food Safety Authority of Ireland Act 1998
Committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**.
Provided that **We** shall have the conduct and control of all the said proceedings and appeals.

We will not pay for:

- a Fines or penalties of any kind;
- b Proceedings or appeals in respect of any deliberate act or omission;
- c Costs or expenses insured by any other **policy**.

9 – Court Attendance Compensation

If during the **Period of Insurance** any partner, director or **Employee** of **Yours** is required to attend Court as a witness at **Our** request in connection with a claim which is the subject of indemnity under this **Section** **We** will pay compensation to **You** on the following scale for each day that attendance is required:

- a Any director or partner €625;
- b Any **Employee** €320.

10 – Contractual Liability

In respect of liability assumed by **You** by a contract or agreement entered into by **You** and which would not have attached in the absence of such contract or agreement, the indemnity provided by this **Section** shall only apply if the sole conduct and control of any claim is vested in **Us**.

Provided that **We** shall not in any event provide indemnity:

- a Under Exclusion 9) a) of this **Section** except as stated therein;
- b In respect of liquidated damages or fines or damages imposed by or payable under any penalty clause.

Section 3 – Property Owners Liability Continued

11 – Legionellas Liability

Exclusion 4) b) of this Section shall not apply to any discharge, release, or escape of Legionella or other air-borne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like.

Provided that:

- a **We** will only indemnify **You**:
 - 1 In respect of claims arising from **Pollution or Contamination** which arise out of or as a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like first made in writing to **You** during the **Period of Insurance**; or
 - 2 If the first notification of a circumstance which has caused or is alleged to have caused **Injury or Damage** and can be reasonably expected to give rise to a claim arising from **Pollution or Contamination** which arises out of or as a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like is notified to **You** during the **Period of Insurance** or within thirty (30) days after expiry of the same **Period of Insurance**.
- b **Our** liability under this Extension for all compensation (including interest thereon) and claimants costs' and expenses payable shall not exceed €500,000 and for all claims arising from **Pollution or Contamination** shall not exceed the Limit of Indemnity as stated in the **Schedule**.
- c This Extension shall not apply to any claim arising from **Pollution or Contamination** which arises out of or as a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like if before the **Period of Insurance** **You** had become aware of circumstances which have given or may give rise to such **Pollution or Contamination**.

Exclusions

In addition to the general policy exclusions **We** will not pay for:

1 – Injury to Employees

Liability in respect of **Injury** to any **Employee** arising out of and in the course of the employment or engagement of such person by **You**.

2 – Work on Offshore Installations

Liability in respect of **Injury** or **Damage** arising in connection with visiting or working on or travel to or from **Offshore Installations**.

3 – Fines, penalties, liquidated, punitive, exemplary or aggravated damages

Liability in respect of:

- a Fines, penalties or liquidated damages;
- b Punitive, exemplary or aggravated damages or any damages resulting from the multiplication of compensatory damages.

4 – Pollution or Contamination

Liability in respect of:

- a **Pollution or Contamination** occurring in the United States of America or Canada or any dependency or trust territory;
- b **Pollution or Contamination** occurring elsewhere unless caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.

5 – Mechanically Propelled Vehicles

Liability arising out of the ownership, possession or use by or on **Your** behalf of any mechanically propelled vehicle (or trailer attached thereto) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exclusion shall not apply:

- a While such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation);
- b In respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle, except where more specifically insured by any other Policy.

Section 3 – Property Owners Liability Continued

6 – Vessels or Craft

Liability arising out of the ownership, possession or use by **You** or on **Your** behalf of any vessel or craft designed to travel in, on or through water, air or space (other than hand-propelled watercraft).

7 – Property in Your charge or control

Liability in respect of **Damage** to any **Property** belonging to or in **Your** charge or control other than:

- a Personal effects or vehicles of any partner, director or **Employee** of or visitor to **You**;
- b Premises (and their Contents) not belonging, leased, rented or hired to **You** but temporarily in **Your** charge for the purpose of carrying out work;
- c Premises (including their fixtures and fittings) leased, rented or hired to **You** but this **Section** does not cover liability attaching to **You** solely under the terms of any tenancy or other agreement.

8 – Damage to Goods Supplied

Liability in respect of:

- a **Damage** to any goods or other property sold, supplied, delivered, installed or erected by or on **Your** behalf;
- b All costs of or arising from the need for making good, removal, repair, rectification, replacement or recall of:
 - 1 Any such goods or property;
 - 2 Any defective work executed by **You** or on **Your** behalf. Except that 8) a) and 8) b) 1) above shall not apply to liability in respect of **Damage** to the said goods or **Property** if such **Damage** is caused by or arises from:
 - i any alteration, repair or servicing work executed;
 - ii any other goods or property sold, supplied, delivered, installed or erected by **You** under a separate contract.

9 – Products

In respect of **Injury** or **Damage** caused by or arising from **Products**:

- a Any liability which attaches to **You** solely under the terms of an agreement other than:
 - 1 Under any warranty of goods implied by law;
 - 2 Under any indemnity clause in any agreement between **You** and any independent carrier in respect of **Injury** or **Damage** caused by **Products** entrusted to such carrier for transit by road, rail or waterway.
- b Any **Product** installed or incorporated in any craft designed to travel in or through air or space and which to **Your** knowledge was intended to be installed or incorporated in any such craft.
- c Any claim made against **You** in any country outside the European Union in which **You** occupy premises or are represented by any resident **Employee** or holder of **Your** power of attorney.

10 – Advice and Design

Liability for **Injury** or **Damage** arising out of or in connection with advice, design, formula, specification, inspection, certification or testing provided or performed for a fee by or on **Your** behalf other than where provided or performed in connection with any **Product**.

11 – Contract Works and JCT Clause 21.2.1

Liability in respect of **Damage** to any property:

- a Comprising or to be incorporated in the contract works in respect of any contract undertaken by **You**;
- b Against which **You** are required to effect insurance under the terms of Clause 21.2.1 of the JCT (RIBA) Conditions of Contract or of any other contract condition requiring insurance of a like kind.

12 – Manual Work

Liability arising from or as a consequence of any manual work carried out away from any premises belonging, leased, rented or hired to **You** other than delivery or collection.

13 – Slings and Cradles

Liability for **Injury** or **Damage** arising out of the operation of a sling and/or cradle.

Section 3 – Property Owners Liability Continued

14 – Computer Date Recognition

Liability arising directly or indirectly from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether **Your** property or not, and whether occurring before, during or after the year 2000, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure:

- a Correctly to recognise any date as its true calendar date;
- b To recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as result of treating any date otherwise than its true calendar date;
- c To recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore, correctly to manipulate, interpret, calculate or process any data on or after any date.

15 – Excess

The first €100 of each and every claim in respect of **Damage** to material **Property**.

Conditions

In addition to the general **policy** conditions the following apply:

1 – Discharge of Liability

We may pay to **You** in the event of any one claim or series of claims arising out of one occurrence the specified Limit of Indemnity in respect thereof (after deducting therefrom any sums already paid) or any lesser amount for which the claim(s) can be settled and thereafter be under no further liability in respect of such claim or series of claims arising out of one occurrence, except for the amount of any costs and expenses incurred prior to the date of the payment.

2 – Other Insurances

We will not indemnify **You** in respect of liability which is insured by or would but for the existence of this **Section** be insured by any other policy or **Section** except in respect of any **Excess** beyond the amount payable under such **Policy** or **Section** or which would have been payable under such other **Policy** or **Section** had this **Section** not been effected.

Section 4 – Landlords Legal Expenses

Terms of Cover

This insurance is administered by MIS Underwriting Ltd and underwritten by AmTrust International Underwriters DAC, Registered in Ireland. Company No. 169384 is regulated by the Central Bank of Ireland. Registered office: 6-8 College Green, Dublin 2, Ireland

In the event of a valid claim under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless court proceedings are issued or a **Conflict of Interest** arises.

The insurance covers **Advisers' Costs** up to the **Maximum Amount Payable** where:-

- a) The **Insured Event** takes place in the **Period of Insurance** and within the **Territorial Limits**
- and
- b) The Legal Action takes place in the **Territorial Limits**.

Legal Helpline

You can use the helpline service to discuss any legal problem occurring within the Republic of Ireland and arising during the period of this policy.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer to act for **You** and **Your** problem is covered under this insurance, the advice line will ask **You** to complete a claim form. If **Your** problem is not covered under this insurance, the advice line may be able to offer **You** assistance under a private funding arrangement.

Simply telephone **0818 868 000** and quote "**Prestige Underwriting – Landlord Legal Expenses**".

To maintain an accurate record **Your** telephone call may be recorded.

How to make a claim

You must notify **Us** as soon as possible once **You** become aware of the **Insured Event**. Delay in reporting your claim may prejudice your claim. There will be no cover under this policy if, as a result of a delay in reporting the claim **Our** position has been prejudiced.

This insurance only covers legal fees incurred by **Our** panel solicitor or their agents appointed by **Us** until court proceedings are issued. If court proceedings are issued or a conflict of interest arises, **You** may nominate another solicitor to act for **You**. **You** can use the helpline service to discuss any legal problem occurring within the Republic of Ireland and arising during the period of this policy.

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, **You** should contact the legal advice line for assistance.

Section 4 – Landlords Legal Expenses Continued

Claims Line

You should telephone **0818 868 000** and quote “**Prestige Underwriting – Landlords Legal Expenses**”.

A claim form will be sent out by e-mail, fax or post within 24-hours. The claim form is required to be completed and returned along with supporting documentation within 5 working days of it being received. To maintain an accurate record, **Your** telephone call may be recorded.

Claim forms can also be obtained from:-

www.misunderwriting.com

What happens next:

The claim will be assessed and if accepted and deemed appropriate, an Enquiry Agent will visit the **Tenant** and any **Guarantor**. If the Enquiry Agent is unable to reach an agreement with the **Tenant/Guarantor** to remedy his failure to perform his obligations under the **Tenancy Agreement**, **Our** panel solicitors or their agents will be appointed to act for **You**.

You or **Your** agent must give all information requested by **Us** or the **Adviser** within 5 working days of receiving the request for that information.

You or **Your** agent must attend any court hearing if requested by the **Adviser**.

This claims procedure should be read in conjunction with the main terms and conditions of the insurance.

Section 4 – Landlords Legal Expenses – Definitions of words

The definitions below apply throughout **Your Policy**. Wherever the words or phrases below appear in **bold** print in the policy they will have the meaning as defined below.

Act	The Residential Tenancies Acts 2004 to 2021 or amendments thereof.
Adviser	Our panel solicitor, their agents, or other appropriately qualified person, firm or company appointed by Us to act for You .
Advisers' Costs	Reasonable legal fees incurred by the Adviser up to the hourly rate shown in Our fee scale ruling at the time the Adviser is instructed and disbursements essential to Your case. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against You and paid on the standard basis of assessment.
Deposit	The sum of money collected from the Tenant in accordance with the Act in respect of a Tenancy Agreement to which it applies and held by You or Your agent as an indemnity for losses incurred by You arising from the Tenant failing to perform his obligations set out in the Tenancy Agreement . A minimum amount equal to one month's Rent must be retained as the Deposit .
Dilapidations Inventory Guarantor	A full and detailed inventory of Your contents and their condition within the Insured Property which has been signed by the Tenant . The individual or organisation assigned to the Tenancy Agreement that has received a Tenant Reference and provided a financial guarantee of the Tenant's performance of his obligations under the Tenancy Agreement .
Insured Event	<p>The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.</p> <p><u>Tax</u> In accountancy matters the Insured Event arises on the date that You or Your Professional Adviser are contacted either verbally or in writing, by the relevant department of the Revenue Commissioners advising You of either dissatisfaction with Your returns, or amounts paid, or notice of intention to investigate.</p> <p>For the purposes of the Maximum Amount Payable, only one Insured Event will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.</p>
Insured Property	The Insured Property shown in the Insurance schedule and declared to Insurers .

Section 4 – Landlords Legal Expenses – Definitions of words Continued

Insurers	This insurance is administered by MIS Underwriting Ltd and underwritten by AmTrust International Underwriters DAC, Registered in Ireland. Company No. 169384 is regulated by the Central Bank of Ireland. Registered office: 6-8 College Green, Dublin 2, Ireland.
Legal Action	Any steps involved in terminating a tenancy to include; issuing a notice of termination, obtaining a determination order from the PRTB after a mediated agreement or decision of the adjudicator or tribunal and enforcement of the determination order in the Circuit or High Court. Defending criminal proceedings under Residential Tenancies Acts 2004 to 2021 or amendments thereof.
Maximum Amount Payable	The maximum payable in respect of an Insured Event is €50,000.
Period of Insurance	The Period of Insurance declared to and accepted by Us , which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.
RTB	The Residential Tenancies Board
Rent	The monthly amount payable by the Tenant to You as set out in the Tenancy Agreement .
Revenue Commissioners Audit	An examination by the Revenue Commissioners of Your self-assessment return for income tax or capital gains tax

Section 4 – Landlords Legal Expenses – Definitions of words Continued

Tenancy Agreement	<p>A Tenancy Agreement between You and the Tenant in relation to the Insured Property which falls within the scope of the Act and which had been registered with the RTB and which is:-</p> <ul style="list-style-type: none">i) Appropriate for the tenancy; andii) Compliant with the Act.iii) Where relevant, signed and independently witnessed by You, the Tenant(s) and if required as a condition of the Tenant Reference, the Guarantor; andiv) Free from any unreasonably restrictive covenants <p>The Tenancy Agreement must be for a fixed term of no more than 12 months or if longer, must contain a break clause allowing both parties to terminate the tenancy after the first 12 months subject to compliance with the Act.</p>
Tenancy Period	<p>The period of the tenancy unless notice to terminate the tenancy was issued by the landlord or Tenant prior to any breach of the terms of the Tenancy Agreement by the Tenant, in which case the Tenancy Period will end at expiry of such notice.</p>
Tenant	<p>The occupier of the Insured Property named in the Tenancy Agreement as the Tenant who has received a Tenant Reference confirming that he/she can, solely or jointly with another Tenant or other Tenants, afford to cover the cost of the Rent in full.</p>
Tenant Reference	<p>Copies of two forms of identification for the Tenant(s) (one of which must contain a photograph and the other must be a utility bill), a written employers' reference confirming the Tenant(s) permanent and current employment and that their salary is sufficient to meet their Rent liability after deduction of other normal living costs.</p>
Territorial Limits	<p>The Republic of Ireland</p>
We/Us/Our	<p>MIS Underwriting Limited who administer claims under this insurance on behalf of the Insurers.</p>
You / Your	<p>The individual or organisation shown in the insurance schedule as the Policyholder and defined in the Tenancy Agreement as the 'Landlord' who has paid the premium and been declared to Insurers. If You die Your personal representatives will be covered to pursue cases covered by this insurance on behalf of You that arose prior to Your death.</p>

Section 4 – Landlords Legal Expenses – Cover

<i>What Your Policy covers:</i>	<i>What Your Policy does <u>not</u> cover:</i>
<p>a) Tenant Eviction</p> <p>You are covered for Advisers' Costs to pursue Legal Action against a Tenant or Guarantor to recover possession of the Insured Property where the Tenant is in breach of the Act relating to the rightful occupation of the Insured Property</p>	<p>a) Where You fail to provide evidence that You successfully completed a Tenant Reference on the Tenant (and Guarantor if required) prior to the start of the Tenancy Agreement or where the Tenancy Agreement started more than 31 days after the Tenant Reference</p> <p>b) Where You are in breach of any aspect of the Act</p> <p>c) Relating to cases brought to the RTB by the Tenant against You</p> <p>d) Where You have issued an invalid termination notice</p> <p>e) Arising from or connected to Your performance of Your obligations under the Tenancy Agreement, or where there are insufficient prospects of success in the Legal Action due to the terms of the Tenancy Agreement being unenforceable</p> <p>f) Arising from dilapidations unless the missing or damaged items were contained within a Dilapidations Inventory</p> <p>g) Where the Insured Property is not solely residential</p> <p>h) Where the Tenant is not aged 18 years or over</p> <p>i) Where You have allowed the Tenant into possession of the Insured Property before the Tenancy Agreement has been signed by all parties, a Tenant Reference has been obtained, the first month's Rent and the Deposit have been received in cash or cleared funds and the Dilapidations Inventory has been signed by the Tenant</p> <p>j) Where You have failed to keep full and up to date rental records or have failed to provide a Rent book as required pursuant to Article 5 of the Housing Rent Books Regulations 1993 as amended, or allowed the Tenancy Agreement to be transferred to any other individual or organisation unless all other terms of the insurance have been complied with</p> <p>k) If You or Your agent gave any false or misleading information when You applied for the Tenant Reference</p> <p>l) Where the Tenant received a Tenant Reference subject to a Guarantor and the Guarantor was not correctly assigned to the Tenancy Agreement</p>

Section 4 – Landlords Legal Expenses – Cover Continued

<i>What Your Policy covers:</i>	<i>What Your Policy does <u>not</u> cover:</i>
	<ul style="list-style-type: none"> m) Where You are in breach of any rules, regulations or legislation relating to the Deposit n) In relation to dilapidations by the Tenant to the Insured Property or its contents where You have a policy of insurance that covers the dilapidations o) Relating to any occupant of the Insured Property over the age of 18, other than the Tenant p) Where Advisers' Costs have been incurred as a result of Your failure to follow the advice of the Adviser or arising from Your failure to take any action recommended by Us or the Adviser to recover possession of the Insured Property as promptly as possible.
<p>b) Property Infringement</p> <p>Legal Action for nuisance or trespass against the person or organisation infringing rights in relation to the Insured Property. The nuisance or trespass must have commenced at least 180 days after You first purchased this insurance.</p>	<p>a) Claims arising from a dispute relating to a Tenancy Agreement or any other lease or licence to occupy property or land</p>
<p>c) Property Damage</p> <p>Advisers' Costs to pursue Your legal rights for financial compensation for damages against a person or organisation that causes physical damage to the Insured Property. The damage must have been caused after You first purchased this insurance.</p>	
<p>d) Criminal Prosecution</p> <p>You are covered for Advisers' Costs to defend enforcement proceedings brought against You in relation to the Insured Property under the Housing Regulations 2019 and later amending regulations or their equivalent within the Territorial Limits.</p> <p>You must take all reasonable steps to comply with the Regulations and keep evidence of compliance.</p>	<p>a) Claims arising from something You have done, knowing it to be wrongful or ignoring that possibility</p>

Section 4 – Landlords Legal Expenses – Cover Continued

What Your Policy covers:	What Your Policy does <u>not</u> cover:
<p>e) Tax Disputes</p> <p>Advisers' Costs incurred by You and arising directly from Revenue Commissioners Audits subject to the following conditions.</p> <ul style="list-style-type: none"> a) You must have maintained and must continue to maintain accurate, truthful and up to date records and make returns in accordance with statute and account conventions acceptable to the Revenue Commissioners and other agencies and have made all returns and payments except those which are disputed and provided information to these bodies where applicable. b) You must contact the Legal Helpline as soon as possible after the Insured Event and comply with the advice given. c) You or Your Adviser should notify Us as soon as possible if You receive any invitation by the Revenue Commissioners to make an offer in settlement. d) In respect of Revenue Commissioners Audits, Your Adviser must provide to Us a copy of the Revenue Commissioners' notice of audit and a copy of the return giving rise to the enquiry. 	<ul style="list-style-type: none"> a) Involving criminal proceedings or alleged fraudulent evasion of tax, and any case dealt with the Investigation and Prosecution Division of Revenue Commissioners. b) Where deliberate miss-statements have been made in respect of accounts, returns or any other submissions made to the relevant authorities with intent to deceive c) Where You have failed to give Your business status to the relevant authorities within a statutory period or where You have failed to maintain or submit accurate, truthful and up to date records, or where returns have not been submitted within statutory time limits or requirements d) Which originate from any enquiry, investigation or dispute which existed before the first Period of Insurance e) Involving tax avoidance schemes <p>Advisers' Costs:-</p> <ul style="list-style-type: none"> a) Incurred in dealing with technical or routine matters not connected with or arising out of an expression of dissatisfaction with Your affairs b) Incurred in correcting any deficiencies in books, records, accounts or returns including the costs of repairing a return c) Arising after You receive a notice telling You that the audit has been completed.

Section 4 – Landlords Legal Expenses – General Conditions

You must comply with these conditions to have the full protection of Your cover. If You do not comply with these conditions Your claim may be rejected or not fully paid.

1. Cancellation

This cover is provided automatically as part of **Your** main insurance contract and cannot be cancelled in isolation. **You** have a right to cancel cover and to receive a full refund of premium under this policy provided no claims are

2. Claims

- a) **You** must notify claims as soon as possible once **You** become aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced such as loss of evidence, inability to mitigate loss, and inability to obtain vacant possession at an early stage.
- b) If **Rent** is overdue the **Tenant** and any **Guarantor** must be contacted within 7 days to establish the reason for the default. If the **Rent** is not paid within a further seven days the **Tenant** and any **Guarantor** must be contacted again. If the **Tenant/Guarantor** cannot be contacted, and it is lawful to do so, **You** or **Your** agent must serve notice of a requirement to undertake an inspection in accordance with **Your** rights within the **Tenancy Agreement** and visit the **Insured Property**. **You** should seek legal advice if **You** are unsure that such an inspection is lawful.
- c) **You** and **Your** agent must act promptly to gain vacant possession of the **Insured Property** and recover **Rent** arrears.
- d) In the event of a claim **You** or **Your** agent must prepare a detailed schedule of dilapidations as soon as reasonably possible after the **Tenant** has vacated the **Insured Property**.
- e) **You** and/or **Your** agent must attend any court hearing in relation to an **Insured Event** if requested to do so by **Us** or the **Adviser**. Failure to attend will result in all cover under this insurance being withdrawn with immediate effect and no further claim payments being made.
- f) **We** may investigate the claim and take over and conduct the **Legal Action** in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the **Legal Action**.
- g) **We**, on behalf of **Insurers** have the right under subrogation to pursue **Legal Action** against the **Tenant** or any **Guarantor** to recover **Rent** and **Advisers' Costs**.
- h) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. If court proceedings are required and **You** wish to nominate an alternative **Adviser** to act for **You**, **You** may do so. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment available on request.
- i) The **Adviser** will:-
 - i) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
 - ii) Keep **Us** fully advised of all developments and provide such information as **We** may require.
 - iii) Keep **Us** regularly advised of **Advisers' Costs** incurred.
 - iv) Advise **Us** of any offers to settle and payments in to court. If contrary to **Our** advice such offers or payments are not accepted there shall be no further cover for **Advisers' Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed.
 - v) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - vi) Attempt recovery of costs from third parties.

Section 4 – Landlords Legal Expenses – General Conditions Continued

- j) In the event of a dispute arising as to **Advisers' Costs**, **We** may require **You** to change **Adviser**.
- k) **Insurers** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- l) **You** shall supply all information requested by the **Adviser** and **Us**.
- m) **You** are liable for any **Advisers' Costs** if **You** withdraw from the **Legal Action** without **Our** prior consent. Any costs already paid by **Us** will be reimbursed by **You**.
- n) Any monies recovered from the **Tenant** or **Guarantor** will be retained by **Us** to pay for any **Advisers' Costs** or **Rent** that has been paid by **Insurers** under this insurance.

2. Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves **Your** interests

3. Proportionality

We will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action**. **Advisers' Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

4. Disputes

If a complaint cannot be dealt with by the Financial Services and Pensions Ombudsman (see 'How to make a Complaint'), any dispute between **You** and **Us** may, where **We** both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Bar Council of Ireland may be asked to make a nomination of a barrister with suitable experience in insurance law. The arbitration will be binding and carried out under the Arbitration Act 2010 as amended. The costs of the arbitration will be at the discretion of the arbitrator.

5. Disclosure

You have a duty to answer all questions honestly and with reasonable care. Where this has not happened, **We**, or **Your Broker** or **Agent**, may be entitled to:

- a) Void the contract and keep the premiums if the disclosure breach is fraudulent
- b) Cancel the contract, refuse all claims and return the premiums if this contract would not have been entered into had the disclosure breach been known (if there is no outstanding claim at the time the contract is cancelled, then **We** will return only the premiums for the unexpired term of the contract)
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the disclosure breach been known
- d) Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the disclosure breach been known.

Section 4 – Landlords Legal Expenses – General Conditions Continued

6. Fraud

In the event of fraud, **We**:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to **You** in respect of the fraudulent claim
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**
- d) Will no longer be liable to **You** in any regard after the fraudulent act.

7. Laws of the Republic of Ireland

This contract is governed by the laws of the Republic of Ireland

8. Language

The language for contractual terms and communication will be English.

9. Change in Law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

10. Other Insurances

If at the time of any incident which results on a claim under this policy there is any other insurance covering the same loss, **We** will only pay **Our** rateable share.

Section 4 – Landlords Legal Expenses – General Exclusions

There is no cover:-

- a) Where the **Insured Event** occurs within the first 90 days of the **Period of Insurance** for claims for Tenancy Eviction, where the **Tenancy Agreement** commenced before the **Period of Insurance**, and within 180 days for claims for Property Infringement, unless **You** had continuous previous insurance
- b) Where **Your** act, omission or delay prejudices **Your** or the **Insurers** position in connection with the **Legal Action** or prolongs the length of the claim
- c) Arising from a dispute between **You** and **Your** agent or mortgage lender
- d) Where the **Insured Event** began to occur or had occurred before **You** purchased this insurance
- e) Where **You** should reasonably have realised when purchasing or renewing this insurance that a claim under this insurance might occur
- f) Where **You** have breached a condition of this insurance, unless
 - (i) the breach has increased the risk of a **Insured Event** that has occurred,
 - (ii) the condition is a condition that requires **You** to do (or not to do) a particular act or acts, or requires **You** to act (or not act) in a particular manner, or requires a given set of circumstances to exist (or not) or be maintained, and
 - (iii) that breach had been remedied by the time the **Insured Event** had occurred
- g) Where **Advisers' Costs** have not been agreed in advance or are above those for which **We** have given **Our** prior written approval

Section 4 – Landlords Legal Expenses – General Exclusions Continued

- h) For any claim where **You** have failed to notify **Us** of the **Insured Event** within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that **We** have agreed to) or of making a successful defence.
- i) For **Advisers' Costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party
- j) For damages, interest, fines or costs awarded in criminal courts
- k) Where **You** have other legal expenses insurance cover
- l) For claims made by or against Prestige Insurance Services, the **Insurers**, the **Adviser** or **Us**
- m) For appeals without the prior written consent of **Us**
- n) Prior to the issue of court proceedings or unless a conflict of interest arises, for the costs of any legal representative other than those of the **Adviser**
- o) Where a reasonable estimate of **Your Advisers' Costs** of acting for **You** is more than the amount in dispute
- p) Where **You** commit, or are alleged to have committed, a criminal offence, or **You** are liable to a civil penalty unless this policy expressly covers **You** in the event of such offence or penalty.

2. There is no cover for any claim arising from:-

- a) Any disputes relating to a **Rent** review referred to the **RTB**
- b) Works undertaken or to be undertaken by or under the order of any government or public or local authority
- c) Planning law
- d) The construction of or structural alteration to buildings
- e) Defamation or malicious falsehood
- f) Divorce, matrimonial matters or proceedings including ancillary relief, parental responsibility and contact, or affiliation
- g) Any venture for gain or business project of **Yours** other than in relation to **Your** activities as a Landlord
- h) A dispute between persons insured under this policy
- i) An application for Judicial Review
- j) An appeal from the **RTB** on a point of law to the High Court.
- k) A novel point of law

3. Privity of Contract

Subject to the extent that section 62 of the Civil Liability Act 1961 or section 21 of the Consumer Insurance Contracts Act 2019 applies, a person who is not a party to this contract has no rights under it to enforce any term of this contract.

Section 4 – Landlords Legal Expenses – Privacy and Data Protection Notice

Data Protection MIS Underwriting

Who we are

In this notice, 'We', 'Us' and 'Our' refers to MIS Underwriting Ltd. For full information concerning MIS Underwriting Ltd please visit www.misunderwriting.com We may record and monitor telephone calls for training, regulatory compliance, quality evaluation and verifications of information provided and received.

Our approach to Privacy

The privacy and security of Your personal information is very important to Us. We protect Your information with security measures under the laws that apply. We keep Our computers, files and buildings secure.

The information You provide MIS Underwriting Ltd

We may receive personal information about You, when You contact MIS Underwriting Ltd for example by doing either of the following:

- Reporting an incident involving Your Home
- Reporting an incident involving Your Vehicle

This Information may include:

- Basic personal information such as Your name, address, email address, telephone number, date of birth or age, gender and marital status, Your car, Your home, Your household or Your travel arrangements
- Information about Your other policies, Claims history, Claims data
- Sensitive personal information such as criminal convictions, motoring offences and about Your health (current state of health or existing conditions)

Personal information (including details of injuries) may be recorded on claims registers i.e Insurance Link, and shared with other insurers. We may search this register to detect and prevent fraud. For further information on Insurance Link <http://inslink.ie/>

How your data is used and shared by Insurers and Databases in relation to insurance

The data You provide will be used by Us and shared with other insurers as well as certain statutory and other authorised bodies

Security

We are committed to protecting the confidentiality and security of the information that You provide to Us and We put in place appropriate technical, physical and organisational security measures to protect against any unauthorised access or damage to, or disclosure or loss of Your information.

Insurance Administration

Your information may be used for the purposes of insurance administration by the Insurer, its associated companies and agent and by re-insurers. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the Insurers compliance with regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. Information may also be shared with other insurers either directly or via those acting for the Insurers, such as Investigators or Loss Adjusters.

Update your information, request to erase your data, subject access request

If You wish to contact Us regarding this notice You can contact Us at:

- Data Protection Officer,
14a Jocelyn Street,
Dundalk,
Co Louth,
A91 XNY2

Telephone: 01 872 0179. Email – underwriting@misgroup.online – Please put Your request in the subject line.

How to find what information we hold about you

You have the right to request a copy of all the personal information We hold about You in a Subject access request or to have their data deleted (exemptions may apply), or to have any inaccurate or misleading data corrected or deleted, or to restrict the processing of personal data. To do this simply write to Us at the address above or contact Us via email.

Complaints

You have the right to complain about how We treat Your Personal Data and Sensitive Personal Data to the Data Protection Commission. The DPC can be contacted at <https://www.dataprotection.ie/en/contact/how-contact-us>. We are only allowed to keep Your information if We need it for the reasons outlined above. We will keep it in line with the industry, regulatory and contractual requirements

Section 4 – Landlords Legal Expenses – Making a Complaint

Our aim is to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right promptly. If **You** are unhappy with the service that has been provided **You** should contact **Us** at the address below. **We** will always confirm to **You**, within 5 working days, that **We** have received **Your** complaint. Within 20 working days **You** will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within 40 working days **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. After eight weeks, if **You** are not satisfied with the delay **You** may refer **Your** complaint to the Financial Services and Pensions Ombudsman. **You** can also refer to the Financial Services and Pensions Ombudsman if **You** cannot settle **Your** complaint with **Us** or before **We** have investigated the complaint if both parties agree. For details and eligibility on the Financial Services and Pensions Ombudsman, see www.fspo.ie

Our contact details are:

MIS Underwriting Limited
14a Jocelyn Street
Dundalk
Co Louth
A91 XNY2
Tel: 01 872 0179
Email: underwriting@misgroup.online

The Financial Services and Pensions Ombudsman contact details are:-

The Financial Services and Pensions Ombudsman
Lincoln House,
Lincoln Pl,
Dublin 2,
D02 VH29
Call: +353 1 567 7000
Email: info@fspo.ie
Website: www.fspo.ie;

Section 4 – Landlords Legal Expenses – Authorisation

MIS Underwriting Limited is registered as an insurance intermediary to undertake insurance distribution under the European Union (Insurance Distribution) Regulations, 2018 (IDR) in respect of General Insurance, registration no: C190040.

You can check **Our** status on the insurance distribution register by clicking here: <http://registers.centralbank.ie/>

This insurance is administered by MIS Underwriting Ltd and underwritten by AmTrust International Underwriters DAC, Registered in Ireland. Company No. 169384 is regulated by the Central Bank of Ireland. Registered office: 6-8 College Green, Dublin 2, Ireland

Section 5 – Home Emergency Assistance

This policy provides **You** with cover for an **Authorised Contractor** to undertake **Emergency Repairs** to secure the **Property** in an attempt to prevent further damage or loss occurring.

If **You** experience an **Emergency** within **Your** home please telephone 0818000444 available to **You** 24 Hours a day, 365 days a year. In the event of a **Catastrophe** event taking place, service times may be affected due to surges in demand and ability to provide **Emergency Repairs** may be restricted due to inaccessible/dangerous conditions.

The cover provided within this Home Emergency Assistance Policy is underwritten by MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAPFRE ASSISTANCE Agency Ireland

This is an important document - please read it carefully and keep it in a safe place, as it outlines the details of **Your** Home Emergency Assistance cover.

Section 5 – Home Emergency Assistance - Definitions of words

The definitions below apply throughout **Your Policy**.

Wherever the words or phrases below appear in **bold** print in the **Policy** they will have the meaning as defined below.

Authorised Contractor – A tradesperson authorised and contracted by **Us** to carry out an emergency repair.

Breakdown – A sudden and unforeseen mechanical or electrical malfunction which results in the unit or system no longer working.

Call Out Charges – The cost of the approved contractor attending the scene, the labour and materials needed to carry out an emergency repair.

Catastrophe – A sudden and violent event that brings about great loss or destruction, i.e. natural disasters and/or severe weather conditions.

Emergency – An **Emergency** is defined as an unforeseen or sudden occurrence which results in damage to **Your** domestic **Property** demanding immediate action to: (a) render the **Property** safe and/or (b) secure the building against further loss or damage.

Emergency Repairs – Work undertaken by an **Authorised Contractor** to resolve the **Emergency** by completing a **Temporary Repair** or, where possible within the **Limits of Cover**, a permanent repair.

Insurer – The Underwriter of this policy; namely MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAPFRE ASSISTANCE Agency Ireland is authorised by Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules. MAPFRE ASSISTANCE Agency Ireland having its registered office at Ireland Assist House, 22-26 Prospect Hill, Galway, Ireland. (Reg No 903874)

Limits of Cover – The maximum amount payable towards the cost of the assistance.

Period of Insurance – The period of cover specified in Your home insurance schedule.

Property – The place of residence named in the home insurance schedule, comprising private dwelling and attached garage used for domestic purposes in the Republic of Ireland but excludes outbuildings and unattached garages. This can include private residence, let residential Property or holiday home.

Temporary Repair – A repair that will resolve an Emergency but will need to be replaced by a permanent repair.

We/Us/Our – MAPFRE ASSISTANCE Agency Ireland, its representatives and Authorised Contractors.

You/Your – The person(s) who has benefit of this policy.

Section 5 – Home Emergency Assistance - Policy Cover

We undertake to provide an **Authorised Contractor** to undertake **Emergency Repairs** to secure the **Property** in an attempt to prevent further damage or loss occurring.

In the event of a **Catastrophe** event taking place, service times may be affected due to surges in demand and ability to provide **Emergency Repairs** may be restricted due to inaccessible/dangerous conditions.

Section 5 – Home Emergency Assistance – Cover

We will provide assistance for an Emergency relating to:	What Your Policy does not cover:
<p>a) Plumbing and Drainage The sudden or unexpected Breakdown of, or damage to, the plumbing and drainage system which will result in internal liquid damage to Your Property. This includes leaking pipes, blocked drains, water tanks, blockages in toilet waste pipes or leaking radiators.</p>	<p>a) more than €300.00 per home emergency assistance</p> <p>b) more than four assistances per Period of Insurance per policy.</p>
<p>b) Electrical Supply The sudden, unexpected Breakdown of the electricity supply (or one phase thereof) within Your Property.</p>	
<p>c) Security and Glazing The sudden or unexpected failure of, or damage caused to external locks, doors or windows only which has rendered Your Property insecure, including theft or loss of keys and/or broken external window glass.</p>	
<p>d) Roofing Damage to the roof of Your Property necessitating repair.</p>	
<p>e) Primary Heating System The complete failure or Breakdown of either the heating and/or hot water supply provided by the primary heating system in the Property.</p>	

Section 5 – Home Emergency Assistance – Additional Cover

Where We have carried out Emergency Repair , We will provide (if necessary):	What Your Policy does not cover:
<p>a) Alternative Accommodation If Your Property is deemed uninhabitable, We will provide overnight accommodation for 4 people, at an establishment of Your choice.</p>	<p>a) when an Emergency Repair has not been carried out</p> <p>b) more than €50 per person or €200 per incident.</p>
<p>b) Furniture Storage If Your Property is deemed uninhabitable, and it is necessary to remove household furniture for security reasons, We will provide 7 days storage for Your furniture and transport to and from the security storage location up to a distance of 50km from Your home</p>	<p>a) more than €200 per incident</p>
<p>c) Urgent Message Relay When an Emergency occurs within Your Property, We will relay two urgent messages to a family member at home or abroad</p>	<p>a) more than two messages per incident</p>
<p>d) Essential Information If You need the telephone number of an essential service urgently, simply call the number above and We will provide the telephone number for the Hospital, Garda Station, Fire Brigade, 24 Hour Pharmacy or Transport Company.</p>	

Section 5 – Home Emergency Assistance – General Conditions

The following conditions, which apply to the **Policy** as a whole, describe **Your** responsibilities, general information and the procedures that apply in certain circumstances. Failure to adhere to these conditions could make the **Policy** invalid or mean **We** may refuse to pay **Your Claim**.

We have relied on the information **You** have given **Us** when deciding whether to insure **You** and when setting the terms and premium. The specific questions **We** have asked are material to the risk **We** are undertaking or the calculation of the premium, or both.

You have a duty to answer all questions honestly and with reasonable care.

- **You** must take reasonable precautions to protect and maintain **Your Property** and the services within it, keeping it in a good state of repair.
- If at the time of any **Claim**, another policy covers the incident, **We** will only pay **Our** rateable proportion regardless of what terms & conditions may apply to the other policy.
- It is a condition precedent to liability of the **Insurer** in respect of any **Property** which is Unoccupied for more than 60 consecutive days, that:
 - mains services are switched off and the water system is drained whenever the Buildings are vacated (unless electricity is needed to maintain any fire or intruder alarm system in operation)
 - a responsible person is to be appointed to supervise and check the **Property** in line with any conditions in **Your** buildings and/or Contents policy. These will be found on **Your** policy schedule.
 - accumulations of combustible materials such as junk mail are removed during inspection
 - the **Property** is secured against unlawful entry by closing all doors and windows and setting all security locking mechanisms in operation
- Whilst **We** will consider **Your** wishes at all times, the service is provided at **Our** discretion and it might be necessary to provide an alternative means of assistance in certain circumstances.
- If **We** choose to set aside an exclusion, term or condition of this policy in order to accept a **Claim**, this will not prevent **Us** from relying on that exclusion, term or condition in the event of a future **Claim**.

Cancellation

This cover is provided automatically as part of **Your** main insurance contract and cannot be cancelled in isolation.

Section 5 – Home Emergency Assistance – General Exclusions

We will not pay for:

- Issues outside the **Property**, namely sheds, unconnected garages and other outbuildings
- Primary Heating Systems which have not been maintained in line with manufacturers specifications
- Issues within the **Property** which existed prior to inception of this policy
- Costs or Actions necessary to remediate the **Property** over the Limit of Cover
- The cost of any work carried out without **Our** prior approval, including any cost relating to the attempted repair by **You** or **Your** own contractor
- When the work necessary for repair needs to be carried out in Inaccessible/Dangerous Conditions, i.e. roofing during gale force winds, internal spaces of height without suitable guard rails etc
- Any parts not supplied or chosen by **Us**. **Our Authorised Contractor** may still carry out the work using these parts but no liability will rest with **Us** as a result of a subsequent failure of these parts
- Normal day to day maintenance which should be carried out by **You** in **Your Property**
- Replacement of items within the **Property** which is necessitated as a result of normal wear and tear
- Any loss arising from subsidence, heave of the site or landslip
- Any loss or Damage arising as a consequence of:
 - War, terrorism, hostilities, civil unrest, act of foreign enemies or similar causes
 - Ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste
 - Fire, lightning, explosion, tempest, flood, earthquake, impact or other extraneous causes
- Loss as a result of disconnection or interruption of public utilities services to **Your Property** which is not unique to **Your Property**
- Any investigative work, such as trace and access, which is required to solve the overall problem once the **Emergency Repairs** have been carried out
- Any incidents where the root cause of the problem emanates from a communal area that **You** do not have sole responsibility for

Section 5 – Home Emergency Assistance – General Exclusions Continued

- Any incident brought about by an avoidable or willful or deliberate act committed by **You** or if **You** consented to the act or ought to have known that the act would cause loss or damage
- The repair of damage arising from seepage, leaking or dampness even as a result of breakage or damage of the piping or other installation
- The repair of air conditioning installations, electrical showers, water filtration units, jacuzzis, drains and septic tanks outside the private home
- Alarm or telephone systems
- Repairs to lighting, including bulbs or fluorescent tubes, free-standing electrical installations such as lamps, home appliances
- Any work to: inside doors or fittings, outside doors not leading directly to the private home,
- Mechanical shutters or automatic garage doors, double glazed units where one pane has remained intact, any private home in the course of construction or under refurbishment or renovation
- Any assistance requests if **You** knowingly provide or conscious disregard false or misleading information
- Any recurring assistance requests due to the same cause where a permanent professional repair has not been undertaken to correct the fault

Territorial Limits

Cover under this **Policy** is restricted to properties located within the Republic of Ireland

Jurisdictional clause

At all times, this agreement shall be governed by Irish law

Insurance Act 1936

All monies which become or may become payable by **Us** to **You** under this policy shall, in accordance with Section 93 of the Insurance Act 1936, be payable in the Republic of Ireland

Stamp Duties Consolidation Act 1999

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999

Section 5 – Home Emergency Assistance – Conditions

Before requesting assistance, please check that the circumstances are covered by this Policy. If **You** experience an **Emergency at Your Property** please telephone the **Emergency** helpline number quoting the following:

- **Property** address
- **Your** policy number
- a description of the problem
- a telephone number where **You** can be contacted

We will arrange and pay for the cost of the callout, labour and materials needed to carry out an emergency repair, up to the value of €300 plus vat per home emergency assistance. If the cost of the emergency repairs exceeds this amount you will be responsible for paying the difference

WARNING: **You** should contact **Your** supply company and/or the public **Emergency** services immediately if **You** have a major **Emergency** that puts someone in danger, which could result in personal injury or in serious damage to **Property**, such as a gas leak or a fire.

Section 5 – Home Emergency Assistance – Conditions Continued

Complaints

In the unlikely event of a dispute occurring regarding a Home Emergency Assistance, **You** should write to: Customer Service Team, MAPFRE ASSISTANCE Agency Ireland, 22-26 Prospect Hill, Galway. Alternatively, **You** can telephone **Us** on 0818000444. **We** undertake to respond to **You** within five working days of receipt of **Your** letter. If **We** have not replied to **Your** complaint by then **We** will send **You** an acknowledgment letter to keep you informed of progress. Should **You** remain dissatisfied, **You** may contact:

(a) The Financial Services and Pensions Ombudsman Bureau,
Lincoln House, Lincoln Place, Dublin 2, D02 VH29
Tel: +353 1 567 7000 Email: info@fspo.ie Website: www.fspo.ie

Following this procedure does not affect **Your** legal rights.

Section 5 – Home Emergency Assistance – Privacy & Data Protection Notice

We need to obtain personal information from **You** to provide **You** with the policy of insurance.

We use **Your** personal information in the following ways:

- to provide **You** with policy cover, including underwriting and claims handling. This may include disclosing information to other insurers, regulatory authorities, or to **Our** agents who provide services on **Your** behalf under the terms of the policy;
- to confirm, maintain, update and improve our customer records;
- to analyse and develop **Our** relationship with **You**;
- to help in processing any applications **You** may make;
- to identify and market products and services that may be of interest to **You**, (subject to **Your** prior consent);
- to carry out studies of statistics and claim rates;
- for the analysis and the prevention of fraud;
- for the analysis and the prevention of payment defaults;
- for statistical studies by **Us** and/or any sectorial organisation in Europe.

Where **You** have given **Your** consent, **We** may share some of **Your** personal information with **Our** partner companies or companies within **Our** group so that they can provide **You** with information about other products, services and promotions that may be of interest to **You** by letter, telephone, SMS or e-mail. **We** will only disclose **Your** personal information to third parties if:

- it is necessary for the performance of **Your Policy** of insurance with **Us**
- **You** have given **Your** consent, including marketing consent
- such disclosure is required or permitted by law.

You can change **Your** mind about **Your** marketing consent at any time by contacting our Data Protection Officer, Ireland Assist House 22-26 Prospect Hill, Galway or email: DPO.IRELAND@mapfre.com

We deal with third parties that **We** trust to treat **Our** customers' personal information with the same stringent controls that **We** apply ourselves.

Information which **You** supply to **Us** in connection with this policy will be held on **Our** computer records and stored according to the GDPR. **We** will not keep **Your** personal information for longer than necessary.

You are entitled on request to receive a copy of the personal information **We** hold about **You**. This will be information that **You** have given to **Us** during **Your** policy. If **You** would like a copy of **Your** information, please contact **Our** Data Protection Officer, 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA Telephone: +44 (0) 1179 308926 Email: dpo@mapfre.co.uk

Under the GDPR **You** also have the below rights in relation to **Your** personal data;

- Request correction/rectification of **Your** personal data.
- Request erasure of **Your** personal data, a right to be forgotten.
- Object to processing of **Your** personal data.
- Request restriction of processing **Your** personal data.
- Request transfer of **Your** personal data.
- Right to withdraw consent.

If **You** require more information in relation to how **We** process data and **Your** rights please contact **Us** at the address above.

Section 5 – Home Emergency Assistance – Privacy & Data Continued

We keep records of any transactions **You** enter with **Us** or **Our** partner companies for six years after this contract has terminated. This is to enable a response to all claims under the policy, validation of policy cover, any enquiries, complaints or disputes that arise in that period and to comply with **Our** legal and regulatory requirements. **We** may keep other personal information about **You** if it is necessary for **Us** to do so to comply with the law.

To assist with fraud prevention and detection **We** may:

- share information about **You** across our group, with other insurers and, where **We** are entitled to do so under the Data Protection legislation, the police and other law enforcement agencies;
- pass **Your** details to a central insurance application and claims checking system, whereby it may be checked against information held by that central insurance application and claims checking system and shared with other insurers;
- check **Your** details with fraud prevention agencies and, if **You** give **Us** false or inaccurate information and **We** suspect fraud, **We** will record this with the fraud prevention agency and other organisations who may also use and search these records to:
 - a) help make decisions about credit and credit related services for **You** and members of **Your** household;
 - b) help make decisions on motor, household, credit, life and other insurance proposals and claims for **You** and members of **Your** household;
 - c) trace debtors, recover debt, prevent fraud and to manage **Your** insurance policies;
 - d) check **Your** identity to prevent money laundering, unless **You** provide **Us** with other satisfactory proof of identity;
 - e) undertake credit searches and additional fraud searches.

Under the GDPR, the MAPFRE group can only discuss **Your** personal information with **You**. If **You** would like anyone else to act on **Your** behalf, please contact **Us**. **You** can do this by contacting **Our** Data Protection Officer, Ireland Assist House, 22-26 Prospect Hill, Galway.

Signed on behalf of the Company



Craig Senior
General Manager

By Authority of the Board

Conditions

In addition to the general **policy** conditions the following apply:

1 – Discharge of Liability

We may pay to **You** in the event of any one claim or series of claims arising out of one occurrence the specified Limit of Indemnity in respect thereof (after deducting therefrom any sums already paid) or any lesser amount for which the claim(s) can be settled and thereafter be under no further liability in respect of such claim or series of claims arising out of one occurrence, except for the amount of any costs and expenses incurred prior to the date of the payment.

2 – Other Insurances

We will not indemnify **You** in respect of liability which is insured by or would but for the existence of this **Section** be insured by any other policy or **Section** except in respect of any **Excess** beyond the amount payable under such **Policy** or **Section** or which would have been payable under such other **Policy** or **Section** had this **Section** not been effected.

General Policy Conditions

These general conditions apply to the sections of cover **You** have chosen, which are shown on **Your Schedule**.

If **Your Policy** is providing cover for more than one **Property** as shown on **Your Schedule**, **We** will consider each **Property** as if it were insured separately. **You** must comply with these conditions to have full protection of **Your Policy**. If **You** do not comply with them **Your Policy** may be cancelled or **Your** claim rejected.

1 – Cancellation

• Statutory Cancellation Rights

You may cancel this **Policy** within 14 working days of the purchase of the **Policy** or from the date **You** receive the **Policy** documents, if this is later, known as the cooling off period. If cover has not commenced a full refund will be given, if cover has commenced **We** will refund the premium paid for the period of unused cover. There will be no refund of premium in the event **You** have made or are in the process of making a claim in the current **Period of Insurance**. To cancel **Your Policy**, please notify **Your Broker** or **Agent**.

• Cancellation Outside the Statutory Period

You may cancel **Your Policy** at any time after the cooling off period, when **We** will refund any premium paid for the period of unused cover. There will be no refund of premium in the event **You** have made or are in the process of making a claim in the current **Period of Insurance**. To cancel **Your Policy**, please notify **Your Broker** or **Agent**.

• Our Right to Cancel

We and **Your Broker** or **Agent** can cancel **Your Policy** at any time by sending **You** 7 working days written notice to **Your** last known address. **We** will refund any premium paid for the period of unused cover. Valid reasons for cancellation may include;

- where **You** fail to notify **Us** as soon as possible of a change in information **You** have previously given **Us**
- where **You** fail to pay the agreed premium or any additional premiums applicable or, if paying the premium by instalments, **You** fail to pay any of the agreed instalments, where **We** have made reasonable attempts to collect outstanding premium
- where there is a change in circumstances that **You** fail to tell **Us** about or which no longer meets **Our** underwriting criteria
- where **You** fail to take all reasonable precautions to avoid injury, loss or damage or fail to take all practicable steps to safeguard property insured under this **Policy** from loss or damage
- where **You** are required by the terms of **Your Policy** to co-operate with **Us**, or send **Us** information or documentation and **You** fail to do so in a way that materially affects **Our** ability to process a claim, or **Our** ability to defend **Our** interests

General Policy Conditions Continued

2 – Changes to Your Policy

We may refuse a claim if there has been a change to the subject matter of the **Policy**, and the circumstances have changed to such an extent that the new risk is something which **We** did not agree to cover. **You** should therefore inform **Us**, via **Your Broker** or **Agent** if **Your** circumstances change, so that we can consider whether any changes are required to **Your Policy**, including the following changes:

- if **You** change **Your** insured or correspondence address
- if the **Tenant** type at the **Property** changes
- if **Your Property** is used for business purposes other than clerical work
- if **Your Property** becomes **Unoccupied**
- if **You** anyone in connection to the **Property** become bankrupt
- if **You** anyone in connection to the **Property** are convicted of a criminal offence other than driving offences
- if the occupancy of the **Property** changes
- if the full rebuilding cost of **Your Property** changes
- if **You** plan to do any of the following works to the **Buildings**;
 - extensions
 - works affecting load bearing walls
 - roofing work
 - any structural works including demolition

3 – Unoccupied Properties

If the **Buildings** become **Unoccupied** during the **Period of Insurance** or are **Unoccupied** at the start of this insurance, the following will apply:

We will cover **You** for **Damage** to the **Buildings** only, whilst **You** are waiting for a tenant to move in or whilst the **Building** is undergoing **Renovation**, for a maximum of 60 consecutive days starting from the day the last **Tenant** moved out, provided that:

- a **You** or **Your** agents inspect the **Buildings** internally and externally at least every 7 days;
- b The water, gas and electricity supplies are turned off at the mains and the water system drained except where required to be maintained for central heating and the thermostat set to a minimum temperature of 15 degrees Centigrade (59 degrees Fahrenheit);
- c The **Buildings** be kept secured by:
 - 1 The use of mortice deadlocks conforming to BS3621 or close-shackle padlocks with matching locking bar on all external doors or shutters;
 - 2 The use of window locks – where locks are not fitted, windows must be screwed shut;
 - 3 Repairing any broken or defective windows or boarding them externally using 19mm thickness shuttering grade plywood adequately braced and secured against forced entry;
 - 4 Sealing all letterboxes or fitting a stout steel cage internally.
- d The **Buildings** and all yards and areas surrounding the **Buildings** are kept free from fuel and all combustible materials. **You** must keep a record of all inspections, **We** must be able to inspect **Your** records at any time.
- e If the **Buildings** are broken into or vandalised, **You** must immediately:
 - 1 Follow the claims procedure set out in this **Policy**; and
 - 2 Keep a record of any necessary work and inspections **We** must be able to inspect **Your** records at any time.

Whilst the **Buildings** are **Unoccupied**, **We** will not cover **Damage**:

- a Arising from Insured Perils h, i, j, k and n ;
- b Arising from Cover Extension 1 to **Section 1 – Accidental Damage**; c **To Contents**.

4 – Maintenance and safety requirements

- a All gas and electrical appliances and installations must be inspected as required by the appropriate legislation. Records of all inspections/work including repairs, replacement, maintenance and servicing undertaken and the appropriate documentation/certificate issued must be kept by **You** or a responsible person acting on **Your** behalf. **We** must be able to inspect these records upon request;
- b All upholstered furniture must satisfy all requirements of the required regulations.
- c **You** must give **Your** tenants all relevant instruction manuals.

General Policy Conditions Continued

5 – Reasonable care.

You shall take all reasonable care:

- a To prevent accident and any **Injury** or **Damage**;
- b To observe and comply with statutory or local authority laws, obligations and requirements;
- c In the selection and supervision of **Employees**;
- d To maintain the **Property** Insured used in connection with the **Business** in efficient and safe working order;
- e To make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.

6 – Personal representatives.

If You die, Your personal representatives will have the benefit of this **Policy** for the rest of the current **Period of Insurance** as long as: they tell Us, as soon as possible, about Your death; and they keep to all terms and conditions of this **Policy**.

7 – Fraudulent Claims

We will not pay any claim if Your conduct involves fraud of any kind, including if Your claim contains information that is false or misleading in any material respect and which You either know to be false or misleading or consciously disregard whether it is false or misleading. If You know of, or deliberately cause any injury or damage, We will not pay Your claim and may cancel Your **Policy**.

Throughout Your dealings with Us We expect You to act honestly. If You or anyone acting for You:

- make a claim under the **Policy** knowing the claim to be, or consciously disregarding whether it is, false or misleading in any material respect
 - make a statement in support of a claim knowing the statement to be, or consciously disregarding whether it is, false or misleading in any material respect
 - submit a document in support of a claim knowing the document to be, or consciously disregarding whether it is, false or misleading in any material respect
 - make a claim in respect of any loss or damage caused by Your deliberate act or with Your involvement
- then We:

- may not pay the claim
- will not pay any other fraudulent claim that has been or will be made under the **Policy**
- may cancel the **Policy** from the date the fraudulent claim was submitted
- will be entitled to recover from You the amount of any fraudulent claim already paid under the **Policy** since the **Policy** commenced
- may not refund any premium paid for the **Policy**
- may inform the Garda/Police of the circumstances

8 – Governing law.

Unless otherwise agreed by Us and You, this contract shall be subject to and constructed solely in accordance with Irish Law.

9 – Subrogation

Before or after We make a claim payment under Your **Policy**, You or a member of Your household shall at Our request take all reasonable steps needed to enforce Your rights against any other, person, including the defence or settlement of a claim or the pursuit of a claim in any person's name, unless excluded by law.

10 – Discharge of Liability

We may absolve ourselves from any further liability in connection with any occurrence or all occurrences of a series consequent on or attributable to one source or original cause by the payment of the specified **Sum Insured** or Limit of Liability in respect thereof (after deducting therefrom any sums already paid) or by the payment of any balance of any maximum **Sum Insured** or limit of liability for any one **Period of Insurance** whichever is the less, together with the amount of any costs and expenses to the date of such payment.

11 – Other Insurances

If at the time of any **Damage** there is any other insurance covering such **Damage**, We will only pay Our rateable proportion of such loss.

12 – Refunds

The minimum amount We will refund is €10. Any refund less than €10 will not be given.

13 – Non Invalidation Clause

The insurance under this **Policy** shall not be invalidated by any act or omission or by any alteration whereby there is a change to the subject matter of the **Policy**, and the circumstances have changed to such an extent that the new risk is something which We did not agree to cover and this change is beyond Your control, provided that You shall give notice to Us as soon as reasonably practicable after such act or omission or alteration comes to Your notice and shall pay any additional premium required by Us.

General Policy Conditions Continued

14 – Subrogation Waiver

We agree to waive any rights to which **We** may become entitled against any tenant of the **Property** insured unless:

- a **Damage** has been occasioned, or contributed to, by the fraudulent or criminal or malicious act of such a tenant;
- b **Damage** has occurred to parts of the premises not leased or rented by such tenants, other than common areas, the use of which is available to tenants.

15 – Policy Fee

We reserve the right to apply an administration fee to **Your Policy** and retain this upon cancellation.

16 – Rights of third parties

No third party shall have any rights under this **Policy** or the right to enforce any part of it unless provided for by law or expressly stated in this **Policy**.

17 – Insurance Act 1936

All monies which become or may become payable by **Us** to **You** under this **Policy** shall, in accordance with Section 93 of the Insurance Act 1936, be payable in the Republic of Ireland.

18 – Stamp Duties Consolidation Act 1999

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

General Policy Exclusions

The following Exclusions are applicable unless stated to the contrary in any **Section**. **We** will not cover -

1 – War and Terrorism

a Despite any other condition in this insurance or any endorsement that may apply, **We** will not be liable for **Damage**, **Loss of Rent**, cost or expense directly or indirectly caused by, resulting from or in connection with any of the following:

- 1 Riot, revolution or any similar event.
- 2 Any government, public or local authority legally taking or destroying **Your** property.
- 3 Any act of Terrorism.

If any part of this exclusion is not valid or cannot be enforced, the other parts will still be effective.

2 – Territorial Limits

Damage, **Injury** or liability arising out of any occurrence outside Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, except where stated to the contrary.

3 – Existing Damage and Deliberate Damage

- a Any **Damage** occurring before the start of this **Policy**;
- b Any **Damage** deliberately caused by **You** or anyone working on **Your** behalf.

4 – Use of the Buildings

- a Any **Damage** caused by cooking in rooms other than rooms that are fitted and designed as kitchens;
- b Any **Damage** caused by any heating appliance other than ducted warm air or water filled radiators, directly fired fixed heating system, electric wall mounted or storage heater, together with domestic electric fan heaters.
- c Costs for keeping to any requirements or regulations **You** knew of before the **Damage occurred**.

5 – Loss of value and consequential loss

- a Loss of value of the **Buildings**, **Contents** or any other **Property** insured;
- b Consequential loss of any kind or description unless otherwise insured under **Section 2 – Loss of Rent**.

6 – Wear and Tear

Any **Damage** caused by wear and tear or any gradually operating cause.

General Policy Exclusions Continued

7 – Domestic Pets, insects or vermin

Any **Damage** caused by domestic pets or by insects or vermin.

8 – Property not covered

- a Motorised vehicles, drones, unmanned aerial vehicles, trailers, caravans, or spare parts and accessories in or on any of them;
- b **Property** more specifically insured by any other **policy**;
- c Shop fronts in the **Buildings** and the glass therein;
- d Any claim for non-business **Contents** in the non-domestic part of the **Buildings**;
- e Plants trees and shrubs in the garden unless otherwise specifically stated in the **Policy**.
- f **Damage** or Injury to a living creature

9 – Radioactive contamination

Damage or legal liability directly or indirectly caused by:

- a Ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste arising from burning of nuclear fuel;
- b The radioactive, poisonous explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.

10 – Confiscated Property

Property being confiscated or detained by any government or public or local authority.

11 – Sonic bangs

Damage from pressure waves caused by aircraft or other flying devices travelling at or above the speed of sound.

12 – War risks (not applicable to Section 3 – Employers Liability)

Any consequence whether direct or indirect of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.

13 – Change in Water Table

Damage attributable solely to changes in the water table level.

14 – Cyber Risks

We will not pay any loss or liability arising directly or indirectly from or in connection with a Cyber Loss.

For the purpose of this exclusion, Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with, any Cyber Act including but not limited to any action taken in controlling, preventing, suppressing or remediating any Cyber Act.

Cyber Act means a deliberate, unauthorised, malicious or criminal act or series of related deliberate unauthorised, malicious or criminal acts, regardless of time and place or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer system.

Computer System means any computer hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, Data storage device, networking equipment or back up facility.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

Claims Conditions

How to make a claim

If **you** have experienced a problem that may result in a claim phone our Property Claims Service on 1800 147 147 as soon as **you** can for help and guidance with your claim.

How we settle claims

At our sole discretion, **we** will decide how to settle your claim. **We** may arrange for a contractor appointed by **us** to repair, reinstate or replace the lost or damaged property. Where **we** opt to use our discretion to reinstate property to settle a claim, **we** will provide **you** in advance with details of the scope of the work that has been approved and the cost.

If **we** decide to pay a cash amount to settle the loss or damage **we** will not pay more than a contractor appointed by **us** would have charged for the repair, replacement or reinstatement.

If **we** decide to settle your claim with the payment of an agreed cash sum, stage payments of the agreed sum can be made by **us** and a portion of the agreed sum will be retained by **us**, as permitted by the Consumer Insurance Contracts Act 2019, until the agreed works are completed within the agreed scope.

When these agreed works have been completed within the agreed scope and supporting invoices and receipts or any additional evidence **we** may reasonably request have been provided to **us** to confirm the total cost incurred, the full agreed sum will be paid.

Policy excess

We will apply the appropriate **excess** as shown in your **policy schedule** against all claims.

Under insurance

If at the time of any loss or damage **we** deem **you** to be under-insured (i.e.. the sum insured shown on the **policy schedule**, under any section, is deemed, by **us**, to be less than the total reinstatement value of that section), **we** may reduce your claim under that section by the same percentage for which **you** are under-insured.

Matching items

We will not pay for the cost of replacing any undamaged items forming part of a pair, set, collection, suite or larger item. In the case of floor coverings, **we** will only pay for the cost of replacing the damaged part or, if a match is not possible, the floor covering in the room where the damage happened.

Reinstating the sums insured

We will not reduce the sums insured in respect of **buildings** and/or **contents** by the amount of any claim **we** may pay.

Wear and tear, loss in value or deterioration

If **we** accept a claim, **we** will settle it without taking off an amount for normal wear, tear, loss in value or deterioration if:

- **you** have kept the **buildings** in good repair;
- the sum insured on **buildings** equals the full cost of reinstating them;
- the **buildings** have been reinstated; or
- in the case of **contents**, the claim does not relate to household linen, sports equipment, bicycles or floor coverings more than 12 months old.

Claims Conditions Continued

Other insurances

If at the time of a claim another **policy** covers any item or event insured under this **policy**, **we** will only pay our proportionate share of the claim regardless of any exclusions which apply under the other **policy**.

Arbitration

Any dispute between **you** and **us** (about our liability over a claim or the amount to be paid), must be referred (within 12 months of the dispute arising) to an arbitrator appointed jointly by **you** and **us**. If **you** and **we** cannot agree on an arbitrator, the President of the Law Society of Ireland will decide on the arbitrator and the decision of that arbitrator will be final. If **you** do not refer such a dispute to arbitration within 12 months, **we** will treat the claim as abandoned.

Claims Terms and Conditions

Your responsibilities

In the event of a claim **you** must:

- immediately let **us** know about any event which may give rise to a claim under the **policy**;
- not admit, deny, negotiate, or settle a claim without our written permission;
- let the police know immediately if property is lost, stolen, maliciously damaged or vandalised;
- within 30 days of any event, provide all details, documents, proof of ownership and value, information and help which **we** may need;
- let **us** know immediately about any claims made against **you** or, if legal steps or procedures are involved, send **us** all communications **you** have received; and
- immediately allow **us** to inspect any damage to property which **you** may claim for under this **policy**.

Our rights

In the event of a claim **we** may:

- enter any building where loss or damage has happened and deal with the salvage, but **you** may not leave property with **us** for **us** to deal with;
 - take over, and carry out in your name, the defence or settlement of any claim;
- or
- take legal proceedings in your name against other people to recover any payment **we** have made under this **policy**. **We** will pay any costs involved and keep any benefit.

Making a complaint

We are committed to providing **You** with the highest standard of service at all times and if **Our** service doesn't meet **Your** expectations, **We** want to hear about it so **We** may try to put things right.

All complaints **We** receive are taken seriously and following the steps below, will help **Us** understand **Your** concerns and provide **You** with a fair response.

Making Your complaint

If **Your** complaint relates to a claim on **Your Policy**, please contact the department dealing with **Your** claim.

If **Your** complaint relates to **Your Policy**, please contact **Us** or Amtrust International Underwriters DAC

Contact details:

Prestige Underwriting Services (Ireland) Limited
4th Floor
Lanyon Building,
North Derby Street,
Belfast,
BT15 3HL

Phone: (049) 437 1830

Email: complaints@prestigeunderwriting.co.uk

When **You** make contact please provide the following information:

- **Your** name, address and telephone number and email address
- the address of the property insured if different to the above
- **Your Policy** and/or claim number and type of **Policy You** hold
- the name of **Your Broker or Agent**
- the reason for **Your** complaint

Telephone contact is often the most effective way to resolve a complaint quickly. Any written correspondence should be headed 'Complaint' and **You** may include copies of supporting material.

Beyond the insurer

If **You** remain dissatisfied with the outcome or we are unable to resolve **Your** complaint within 40 days, **You** have the right to refer **Your** complaints to the Financial Services and Pensions Ombudsman for investigation.

The Financial Services and Pensions Ombudsman can be contacted at:

Address: Lincoln House, Lincoln Place, Dublin 2, D02 VH29.

Telephone: 0156 77000 Email: info@fspoi.ie

Our promise to You

We will:

- acknowledge all complaints promptly
- investigate quickly and thoroughly
- keep **You** informed of progress
- do everything possible to resolve **Your** complaint
- use the information from complaints to continuously improve **Our** service

Telephone calls are recorded and monitored for accuracy of information. Call charges may vary depending on **Your** service provider.

The European Commission has also provided an Online Dispute Resolution Service for logging complaints. To use this service please go to: <http://ec.europa.eu/odr>

Privacy Notice

Data Protection

You can find **Our** full Privacy Notice in **Your Policy** documents and on **Our** website at www.prestigeunderwriting.co.uk/#legal.

Prestige Underwriting Services (Ireland) Limited is the Data Controller for any personal information **You** supply to **Us**. If **You** would like to speak to **Us** about how **We** use **Your** information **You** can contact **Us** on (049) 437 1830 or contact **Us** by writing to the Data Protection Officer, Prestige Underwriting Services (Ireland) Limited, Teach Chinn Aird, Ashe Street, Cavan.

How we will use Your information

Your personal information may be used by Prestige Underwriting Services (Ireland) Limited for purposes that are necessary for the performance and management of **Your** contract of insurance, to determine **Our** underwriting and pricing strategies, for **Our** legitimate interests as an underwriting agency and for compliance with any legal obligations.

We may obtain personal information from **You** directly or from someone **You** have authorised to supply personal information on **Your** behalf, such as **Your Broker** or **Agent**. **We** may also obtain information from third parties such as credit reference agencies, the police and other insurers (e.g. to confirm **Your** personal data and verify claims information).

Where necessary **We** may share **Your** information with authorised third parties, for example an insurer, broker, regulators, law enforcement agencies, fraud prevention agencies, loss adjustors, recovery agencies, approved repairers, compulsory insurance databases and/or third parties per Section 21 of the Consumer Insurance Contract Act 2019. **We** will only share the information in connection with the insurance cover and to the extent required or permitted by law. **We** will ensure that appropriate data protection and information security assurances are in place.

We retain information in line with provisions issued by **Our** regulatory body the Central Bank of Ireland in order to manage **Your Policy**, deal with complaints and manage claims. **We** will only retain **Your** personal data for as long as **We** are required by law.

Disclosing other peoples information

You should show this privacy notice to anyone whose information is disclosed to **Us** with **Your Policy** information, **You** must also obtain their consent to share their information.

Call recording

Telephone calls with **Us** may be recorded for training, monitoring, audit requirements, quality assurance purposes and fraud prevention and detection.

Your rights

You have rights in relation to the information **We** hold about **You** including the right to access **Your** information. **You** can find more details on **Our** full privacy notice. If **You** wish avail of these rights please write to the Data Protection Officer, Prestige Underwriting Services (Ireland) Limited, Teach Chinn Aird, Ashe Street, Cavan or call **Us** on (049) 437 1830 for more information.

The Data Protection Commissioner

You can find more details about data protection from the Data Protection Commissioner's Office at <https://www.dataprotection.ie/docs/Home/4.htm>. **You** can also contact the Data Protection Commissioner if **You** believe **We** have not complied with **Our** obligations.



PRESTIGE

UNDERWRITING IRELAND

24 HOUR REPORTING LINE

1800 147 147

You can call our claim reporting line anytime, day or night. We are on hand 24 hours a day, 365 days a year, to take notification of any new claim and assist you in an emergency.

Your policy will be underwritten by Aviva Insurance Ireland DAC and administered on their behalf by Prestige Underwriting Services (Ireland) Limited.

Part of the Prestige Insurance Holdings Group, Prestige Underwriting Services (Ireland) Limited is regulated by the Central Bank of Ireland. Registered in Ireland. Company Registration Number 119908. Registered address: Ground Floor, Teach Chinn Aird, Ashe Street, Cavan, Co. Cavan, H12 PF67.

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